

CALIFORNIA STATE UNIVERSITY, FULLERTON
School District Internship Agreement

THIS AGREEMENT, entered in this 11th day of August, 2008, by and between the State of California acting through the Trustees of the California State University on behalf of California State University, Fullerton, hereinafter called the ("University") and Anaheim Union High School District, hereinafter called the ("District").

In consideration of the mutual promises and conditions set forth below, the University and District ("parties") agree as follows:

A. Candidates admitted to internship programs must hold baccalaureate degrees or higher degrees from regionally accredited institutions of postsecondary education (Education Code Section 44453). Every intern must have passed CBEST (Education Code Section 44252(b). Additionally, Multiple Subject and Special Education Interns must have demonstrated subject matter competence by passing the appropriate subject matter exam. Single Subject Interns must have demonstrated subject matter competence by passing the appropriate subject matter exam or completing an approved subject matter preparation program (CCTC Program Standard 8).

B. University shall provide for the supervision of all interns. Additionally, the district must provide a district support person (Education Code Section 44462).

C. District shall assign candidates to assume the functions that are authorized by the teaching or services credential (Education code Section 44454). University stipulates that the interns' services meet the instructional or service needs of the participating district(s) (Education Code Section 44458). Participating districts are public school districts or county offices (Education Code Section 44321 and 44452).

D. District understands that an intern shall not acquire tenure while serving on an internship credential. A person who, after completing an authorized teaching internship program, is employed for at least one complete school year in a position requiring certification qualifications by the school district that employed the person as an intern during the immediately preceding school year and is reelected for the next succeeding school year to a position requiring certification qualifications shall, at the commencement of the succeeding school year, acquire tenure (Education Code Section 44466).

GENERAL TERMS

1. The District shall hire interns on a 3/5s, 4/5s, or 5/5s probationary or temporary contracts, with full pay and benefits.
2. The District shall ensure that all bilingual candidates are placed in an appropriate bilingual setting, to allow the intern to apply and practice appropriate bilingual instruction.
3. The District shall release the Intern two days per week allowing the Intern to attend class at CSU, Fullerton that begin as early as 4:00 p.m.
4. The District shall make every attempt within the constraints of openings available; place Intern teachers in teaching situations to maximize first year success (supportive principal, available peer support, class selection).
5. The District and University will cooperate with the oversight, operation, and evaluation of the program (CCTC Common Standards 1, 4, & 7).

6. The District shall provide trained support personnel at each Intern's school site, to be chosen, evaluated, and rewarded by the District. (This can be a mentor, the principal, etc.). (Common Standard 8).
7. The District shall provide each Intern with a full range of full-time teaching responsibilities.
8. The District and University shall cooperate on the selection process.
9. The District and University shall cooperate in the evaluation of the Intern for both credential and District retention decisions.
10. The District will designate an administrator and teacher representative to serve on the Internship Advisory Board, which meets once each semester.
11. The University internship program coordinators shall coordinate meeting of the Internship Advisory Boards(s).
12. The University shall guide the development of the individual plan for mentoring support and professional development of each Intern in consultation with the Intern and district (CCTC Common Standard 6).

This Agreement certifies that Interns will not displace certificated employees in the participating school districts (CCTC Precondition). It further certifies that when an Intern is hired, there are no available qualified certificated persons holding the credential.

THE AGREEMENT APPLIES TO THE FOLLOWING PROGRAMS AT UNIVERSITY:

Multiple Subject Internship Programs Yes No

Single Subject Internship Program Yes No

Special Education Specialist Intern Program in areas of
Mild/Moderate, Moderate/Severe, & Early Childhood Yes No

TERM

This Agreement shall become effective upon execution and shall remain in full force and effective until terminated by either party giving the other party 30 days advance written notice of the intention to terminate; however, any such termination by the District will not be effective against any student who at the date of mailing of said notice by the District was participating in said program until such Student has completed the program as mutually agreed upon.

GENERAL PROVISIONS

A. Indemnification

The University agrees to defend all claims of loss, and indemnify and hold harmless the District and its officers, agents and employees from any and all liability for personal injury, damages, wrongful death or other losses and costs, including but not limited to reasonable attorney fees and defense costs, arising out of the negligent acts or omissions or willful misconduct of the University or its employees, officers, or volunteers in the performance of this Agreement.

The District agrees to defend all claims of loss, and indemnify, and hold harmless the State of California, the Trustees of the California State University, California State University, Fullerton and their officers,

agents, volunteers and employees from any and all liability for personal injury, damages, wrongful death or other losses and costs, including but not limited to reasonable attorney fees and defense costs, arising out of the negligent acts or omissions or willful misconduct of the District or its employees, agents or volunteers in the performance of this Agreement.

B. Insurance

1. The University and District shall secure and maintain at all times during the Term, at their respective sole expense, professional general liability insurance covering themselves and their respective employees.
 - A. Such coverage provided by The University and District may be afforded via commercial insurance, self-insurance, a captive, or some combination thereof at limits of at least \$1,000,000 per occurrence. Such insurance shall not be cancelable except upon 30 days' prior written notice to the other party. Such coverage shall be primary and non-contributory. Upon either party's request, the other party shall provide a certificate of insurance evidencing such coverage.
 - B. Comprehensive or Commercial Form General Liability Insurance (contractual liability included) with limits as follows:
 - 1) Each Occurrence \$1,000,000
 - 2) General Aggregate \$3,000,000
 - C. The University and District shall each secure and maintain at all times during the Term of the contract, at their respective sole expense, workers' compensation and employers' liability insurance covering their respective employee. Such coverage provided by The University and District may be afforded via commercial insurance or self-insurance.
 - D. Business Liability Insurance for owned, scheduled, non-owned or hired automobiles with a combined single limit no less than One Million Dollars (\$1,000,000) per occurrence.

The University and District shall further provide for thirty (30) day advance written notice of any modification, change or cancellation of any of the above insurance coverages.

The foregoing insurance limits and /or requirements as referred to under Section (B) above shall be subject to changes in, or modifications or, coverage, forms, and/or limits as mandated from time to time by insurance programs of the parties. When such changes or modifications are mandates, the parties shall agree to renegotiate requirements for insurance coverage, forms and/or limits within thirty (30) days from receipt of notification by either party of such change. The period for renegotiation shall be thirty (30) days. New contract terms regarding coverage, forms, and/or limits shall be mutually agreed upon by the parties and shall be evidenced by a written addendum to this Agreement within the period for renegotiation. If the parties are unable to renegotiate said coverage, forms, and/or limits, this Agreement shall automatically terminate at the end of the thirty (30) day period following renegotiation unless the parties mutually agree to extend the period for renegotiation and additional thirty (30) days.

2. The University shall self-insure its activities in connection with this Agreement by maintaining programs of self-insurance as follows:

The University has elected to be self-insured for its general liability, vehicle liability, worker's compensation and property exposures through an annual appropriation from the General Fund. As a State agency, the California State University, Office of the Chancellor, the Trustees, and its system of campuses are included in this self-insurance program. Under this form of insurance, the State and its

employees (as defined in Section 810.2 of the Government Code) are insured for any tort liability that may develop through carrying out official activities, including state official operations or under an official contract or license agreement, they should be referred to the State Board of Control, State of California, Tort Liability Section, 1515 K Street, Sacramento, CA 95814. Any claims regarding property are to be referred to the California State University, Risk Manager, 400 Golden Shore, Suite 210, Long Beach, CA 90802.

C. Governing Law. This Agreement shall be governed by the laws of the State of California and shall in all respects be interpreted, enforced and governed by California law.

D. Notices. Any and all notices required or permitted by this Agreement shall be deemed to have been duly given if written and mailed by United States registered or certified mail and addressed as follows:

UNIVERSITY:

California State University, Fullerton
Contracts & Procurement
2600 East Nutwood Avenue, Suite 300
Fullerton, CA 92831
Attn: Angela Warren, Buyer III

DISTRICT:

Anaheim Union High School District
501 Crescent Way
Anaheim, CA 92803
Attn: Diane Bethencourt, Ed.D.

WITNESS WHEREOF, this Agreement has been executed by the parties as of the date written above.

UNIVERSITY:

DISTRICT:

By: _____

By: _____

Name: Angela Warren

Name: Denise Selbe, Ed.D.

Title: Buyer III

Assistant Superintendent,
Title: Human Resources

Date: _____

Date: _____

Bargaining Union Representative:

By: Joanne Fawley, President, ASTA

Name: Joanne Fawley

Date: 8/14/08

BOARD APPROVAL DATE: _____