INTERNSHIP CREDENTIAL PROGRAM AGREEMENT

This Internship Credential Program Agreement ("**Agreement**") is entered into effective July 23, 2013 ("**Effective Date**") by and between San Leandro Unified School District, a legal association of school districts who have partnered for the purpose of providing contractual services for students, or state-supported K-12 educational service unit, which is located in the State of California, County of Alameda (individually or collectively, "**District**"), and National University ("**University**"), a California nonprofit, private university.

RECITALS

A. **University** is accredited by the Commission for Senior Colleges and Universities of the Western Association of Schools and Colleges (WASC). **University** has met all of the preconditions prescribed by the California Commission on Teacher Credentialing (CCTC) to offer the following internship credential programs ("**Programs**"): Teacher Education Internship Credential, Special Education Internship Credential, and Preliminary Administrative Services Internship Credential, Pupil Personnel Services Internship Credential – School Counseling, Pupil Personnel Services Internship Credential – School Psychology;

B. **University** has received an Alternative Certification Program grant ("**Grant**") from CCTC, the purpose of which is to assist **University** in providing support services for its internship credential programs, including providing **University** Support Providers and **District** Site Support Providers/Site Supervisors for Interns, as defined below;

C. California Education Code Sections 44452 and 44321 authorize a public school district or county office of education in cooperation with an approved college or university to establish an internship program meeting the provisions of applicable California statutes and CCTC regulations. **District** is a public school district (or state-supported K-12 educational service unit) or county office of education and **University** is an approved university within the meaning of Ed Code Section 44452; and

D. **District** and **University** wish to partner to deliver services in support of the Programs that meet the regulations and standards of CCTC. Attached as Exhibit "A" to this Agreement and incorporated herein by this reference is a list of the Programs that **District** and **University** will be supporting through this partnership.

Based on these recitals, **District** and **University** agree as follows:

1. Term. The term of this Agreement shall commence as of the Effective Date above and shall continue until such time as either party gives 30 days notice of its intent to terminate this Agreement. All Interns placed with **District** and who are in good standing with **District** and **University** as of the date of termination of this Agreement shall be permitted to complete their internship experience with **District**.

2. Placement of Interns. **University** students, certified as qualified and competent by **University** to provide intern services to **District**, may, at **District's** discretion, be accepted and assigned to its schools for services as interns ("**Interns**"). **University** and **District** shall coordinate the process of selection and placement of Interns. **University** reserves the right to make the final determination on any Intern's acceptance into the Program, while **District** reserves the right to make the final determination on any Intern's employment. Neither **University** nor **District** shall discriminate in the selection or acceptance of, or participation by, any Intern pursuant to this Agreement because of race, color, national origin, religion, sex, sexual orientation, handicap, age, veteran's status, medical condition, marital status, or citizenship, within the limits imposed by law.

3. Program Requirements. Each Intern accepted into the Program must have met all of the following qualifying minimum criteria:

   a. Recommendation to a Program by a **District** designee.
   b. Interview and screening by **District** staff, including a background check, district administrator interview and paper screening, Department of Justice fingerprint clearance, and a baccalaureate degree from an accredited institution.
   c. Interview and screening by **University** staff, including a personal interview, written self-evaluation regarding teaching and learning, and verification of coursework and prior experience with K-12 students in a multicultural, multilingual setting.
   d. Interview with a **University** Support Provider/Supervisor and a lead faculty member for the Program.
   e. Passage of the CBEST exam and verification of subject matter competence by completion of an approved program or passage of the CSET.

f. All BCLAD Interns must have passed a written and oral exam and have completed academic coursework in their identified language area.
g. All service preconditions required by the CCTC shall have been met.

4. Intern Employment Status. Interns shall be **District** employees for all purposes, including for the payment of any federal, state, or local income or occupational taxes, FICA taxes, unemployment compensation or workers' compensation contributions, vacation pay, sick leave, retirement benefits or any other payments or benefits for or on behalf of Interns.

5. Reservation of Right to Payment. Pursuant to Education Code Section 44462, **District** reserves the right to request an adjustment of any Intern's salary to cover supervision services pursuant to this Agreement.

6. Non-Displacement of Certificated Employees. Pursuant to CCTC requirements, **District** shall provide written certification to **University** that each Intern placed with **District** has not displaced a certificated **District** employee, which shall enable **University** to verify to CCTC that all statutory and CCTC requirements have been met.

7. Intern Advisory Committee. **District** and **University** will collaborate to develop an Intern Advisory Committee comprised of community members, institutional administrators, teachers, faculty members, and at least one Intern representative, which will serve to provide guidance and support for the Programs.

8. Program Support.

a. To support Interns, **District** and **University** will each provide a qualified supervisor to assist each Intern in a Program. **District** supervisors are called "Site Support Providers/Site Supervisors". **University** supervisors are called "Support Providers/University Supervisors".
b. **District** and **University** shall independently determine the qualifications of their respective supervisors.
c. **District's** Site Support Provider/Site Supervisors and **University's** Support Provider/University Supervisors will together meet periodically with Interns to ensure Interns are following the California standards for the specific credential each Intern is seeking to obtain.
d. **District's** Site Support Provider/Site Supervisors and **University's** Support Providers/University Supervisors will meet without the Intern to discuss the Intern's progress, as needed.
e. Concurrent with an Intern's experience at **District, University** will hold Program orientation seminars for Interns and training seminars for **District** Site Support Providers/Supervisors. During the Site Support Providers'/Site Supervisors' training, **University** representatives will review supervising techniques, establish procedures for conducting observations and providing assistance, introduce forms used in the Program, communicate seminar schedules, and offer further training and materials to Site Support Providers.
f. **District** will include Interns in appropriate **District** support programs and regularly scheduled staff development activities.
g. **District** will designate a liaison, who may or may not be on the Intern Advisory Committee, to ensure supervisory and support assistance to Interns at **District.**
h. **University** Support Providers will visit Interns at their sites on a regularly scheduled basis to monitor each Intern's progress.

9. Academic Responsibility. **University** shall have exclusive control over all academic issues involving the Programs, which shall include, without limitation: selection of course content and required textbooks; delivery of instructional programs; selection and approval of faculty; admission, registration, and retention of Interns; evaluation of Interns' prior experience and education; evaluation of Interns' academic progress; scheduling courses; awarding academic credit; and conferring degrees.

10. Duration of Internship. Once a student has been accepted as an Intern by **District,** and if the student remains in good standing in the Program at **University** and within the **District's** policies and performance standards, the Intern will be permitted to finish his/her internship at **District.** However, an Intern who performs below acceptable **District** or **University** standards, after appropriate support and advice efforts have been exhausted, may be removed from the paid internship position by the **District** and/or removed from his/her Program by the **University.** All services provided by **University** and **District** pursuant to this Agreement shall terminate upon an Intern's removal from the **District** or termination of participation in a Program.

11. Assessment. Assessment is a function of course TED 629I, EXC 655I for special education, the Intern Teaching Seminar (for the Teacher Education Internship Credential), ED 620I, the Intern Introduction Seminar (for the Preliminary Administrative Services Internship Credential) and CED620-Best Practices Seminar for School Counseling and PED685 – Best Practices Seminar for School Psychology (for the PPS Internship Credential). Students in those classes will pre-assess their teaching or administrative skills, develop a plan for growth, and assess their growth at the close of the course. This pre-assessment, development, and post-assessment will occur in collaboration with the **District** Site Support Provider/Site Supervisor and the **University** Support Provider/University Supervisor.

12. Indemnity. The **District** shall defend, indemnify and hold the **University,** its officers, employees, and agents, harmless from and against any and all liability, loss, expense (including reasonable attorneys fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys fees or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the **District,** its officers, employees, or agents.

The **University** shall defend, indemnify and hold the **District,** its officers, employees, and agents, harmless from and against any and all liability, loss, expense (including reasonable attorneys fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys fees, or claims for injury or

damages are caused by or result from the negligent or intentional acts or omissions of the **University**, its officers, employees, or agents.

13. Relationship of Parties. Nothing in this Agreement is intended nor shall be construed to create an employer/employee relationship, or a joint venture, partnership or agency relationship between the parties.

14. Publicity. Neither **University** nor **District** shall cause to be published or disseminated any advertising materials, either printed or electronically transmitted, which identifies the other party or its facilities with respect to this Agreement, without the prior written consent of the other party. In addition, neither party may use the names, logos, or trademarks of the other party without its prior written consent.

15. Records. It is understood and agreed that all employment records shall remain the property of **District**, and all student records, including Intern portfolio assessments, will remain the property of **University**.

16. Entire Agreement and Severability. If a court or arbitrator holds any provision of this Agreement to be illegal, unenforceable, or invalid, the remaining provisions will not be affected. This Agreement contains the entire agreement between the parties pertaining to the transaction and may not be amended unless in writing, signed by both parties.

17. Assignment. Neither party shall assign its rights or delegate its duties under this Agreement without the prior written consent of the other party.

18. Notices. All notices or other communications given under this Agreement will be in writing and sent to the addressee listed below (unless a party has changed its address by giving notice), and will be effective upon receipt if delivered personally or by overnight mail, or effective three days after mailing if by certified mail, return receipt requested.

19. Representations. Each party represents that: (a) it will abide by all applicable federal, state, or local statutes or regulations; (b) the individual signing this Agreement has the authority to do so; and (c) it has the ability and authority to perform each of its obligations under this Agreement. These representations will continue after the Agreement terminates.

20. General Provisions. The Agreement: (a) will be binding and enforceable by the parties and their respective successors or assigns, but not by any individual or organization not a party to this Agreement; (b) may be executed in counterparts and effective with original or facsimile signatures; (c) will be governed by California law; and (d) has been executed at San Diego, California.

This Agreement is executed by and between:

University: National University

Contact: Jason Garchie
Credentials Contract Coordinator
11255 North Torrey Pines Road
La Jolla, CA 92037-1011
Telephone (858) 642-8300
Facsimile (858) 642-8717
credcontracts@nu.edu

By:_____
Dr. Don Chu
Dean School of Education

Dated:_____

By:_____
Randy C. Frisch, Esq.
Vice Chancellor, Business and Administration

Dated:_____

District: San Leandro Unified School District

By: _____

Name: John Thompson

Title: Assistant Superintendent

Address. 14735 Juniper St.
San Leandro, CA. 94579

Telephone: (510) 667-3523

Dated: 7/23/13

TEACHER BARGAINING UNIT: (Mandatory, except for the Preliminary Administrative Services Internship Credential)

By: _____
Dated: _____
Name:
Title:
(Representative of Teacher Bargaining Unit)

EXHIBIT A
Internship Programs

District and **University** wish to partner to support the following Programs:

Teacher Education Internship Credential
Special Education Internship Credential
Preliminary Administrative Services Internship Credential
Pupil Personnel Services Internship Credential – School of Counseling
Pupil Personnel Services Internship Credential – School of Psychology