INTERNSHIP AGREEMENT
BETWEEN
SAN LEANDRO UNIFIED SCHOOL DISTRICT
And
SAN FRANCISCO STATE UNIVERSITY

THIS AGREEMENT is entered into this **1st** day of **July** between the **SAN LEANDRO UNIFIED SCHOOL DISTRICT** and **SAN FRANCISCO STATE UNIVERSITY** (SF STATE), a campus of the California State University, which is the State of California acting in a higher education capacity.

WHEREAS, DISTRICT desires to contract with SF STATE to provide intern courses, supervision, and other services and benefits for multiple and single subject teachers, and

WHEREAS, SF STATE has a Multiple and Single Subject Credential Program that has admitted students with internship credentials that will be serving as teachers in the DISTRICT. SF STATE represents itself able and, for consideration, willing to perform the services as described herein.

NOW, THEREFORE, in consideration of the covenants and promises of the parties set forth in this Agreement, the parties hereto agree as follows:

1. Effective Date: The effective date of this Agreement is **July 1, 2020**.

2. Services: SF STATE shall perform the services provided for in the attached *Appendices A, B, and C.*

3. Compensation

   A. *Fees*. DISTRICT shall pay SF STATE the sum of One Thousand Dollars ($1,000) for each intern for the Services as stipulated in Appendix A.

   B. *Payment.* Payment shall be made by DISTRICT at the end of each academic year upon presentation of an invoice by SF STATE in accordance with the provisions set forth in Appendices A and B.

4. Term: The Term of this Agreement, subject to cancellation as set forth in Section 6, shall be from the effective date through **August 31, 2023**.

5. Standard of Performance: SF STATE warrants that the Services shall be performed as expeditiously as possible, with the degree of skill and care that is required by current, good, and sound professional procedures and practices.

6. Termination: DISTRICT may cancel this Agreement for any reason upon thirty (30) days written notice to SF STATE. In the event of cancellation, DISTRICT will pay SF STATE for the Services performed up to the effective date of cancellation. Any reports or other written or recorded data and other deliverables prepared for DISTRICT prior to the

effective date of such cancellation shall be promptly delivered to DISTRICT by SF STATE.

7. Governing Law: This agreement shall be governed by the laws of the State of California.

8. Indemnification and Insurance

A. SF STATE shall indemnify, defend, and hold harmless the DISTRICT, its Directors, officers, employees, agents, volunteers, and authorized representatives from and against any and all liability, loss, damage, or claims for injury or damages arising out of SF STATE's performance of this Agreement but only in proportion to and to the extent such liability, loss, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of SF STATE, its officers, employees, agents, volunteers, or authorized representatives.

B. DISTRICT shall defend, indemnify and hold harmless the State of California, the trustees of the California State University, SF STATE, their officers, employees, agents, volunteers and authorized representatives from and against any and all liability, loss, or claim for injury or damages arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of DISTRICT, its Directors, officers, employees, agents, volunteers, or authorized representatives.

C. The State of California has elected to be self-insured for its general liability, motor 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-insured program.

D. The Office of Risk Management in the Chancellor's Office administers the general liability, property and workers' compensation programs. The State Office of Risk and Insurance Management administers the motor vehicle liability program.

E. 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 on non-state owned property. Should any claims arise by reason of such 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, 1515K Street, Sacramento, CA 95814. Any claims regarding property are to be referred to the California State University, Systemwide Risk Manager, 401 Golden Shore, 5th Floor, Long Beach, CA 90802-4210.

9. Non-Waiver: The waiver by either party of any breach of any term, covenant, or condition contained in this Agreement, or any default in their performance of any obligation under this Agreement shall not be deemed to be a waiver of any other breach or default of the same or any other term, covenant, condition, or obligation, nor shall any waiver of any incident of breach or default constitute a continuing waiver of same.

10. Enforceability: In the event that any of the provisions or portions of application of any of the provisions of this Agreement are held to be illegal or invalid by a court of competent jurisdiction, DISTRICT and SF STATE shall negotiate an equitable adjustment in the provisions of this Agreement with a view toward effecting the purpose of this Agreement. The illegality or invalidity of any of the provisions, or portions of, or application of any of the provisions of this Agreement shall not affect the legality or enforceability of the remaining provisions, or portions of, or application of any of the provisions of any of the provisions of this Agreement.

11. Integration: This Agreement contains the entire agreement and understanding between the parties as to the subject matter of this Agreement. It merges and supersedes all prior or contemporaneous agreements, commitments, representation, writings, and discussions between SF STATE and DISTRICT, whether oral or written.

12. Successors and Assigns: DISTRICT and SF STATE, respectively, bind themselves, their successors, assigns, and legal representatives. SF STATE shall not assign or transfer any interest in this Agreement without DISTRICT's prior written consent, which consent shall be in DISTRICT's sole discretion. Any attempted assignment or transfer in breach of this provision shall be void.

13. Notices: All notices required hereunder shall be in writing and mailed postage prepaid by certified or registered mail, return receipt requested, or by personal or electronic delivery to the parties' representatives at the address as shown below, or such other places as DISTRICT or SF STATE may, from time to time, respectively, designate in a written notice given to the other. Notice shall be deemed received three (3) days after the date of the mailing thereof or immediately upon delivery in person by e-mail or facsimile.

DISTRICT:
_____
_____
_____
_____
_____
_____

SF STATE:
Rabea Woerthwein-Mack
Director of Procurement
Procurement Department
San Francisco State University
1600 Holloway Avenue
San Francisco, CA 94132

14. Appendices: Appendices A, B, C and D are attached hereto and incorporated herein by reference thereto.

15. Dispute Resolution: Any dispute arising under the terms of this Agreement which is not resolved within a reasonable period of time by authorized representatives of the

DISTRICT and SF STATE shall be brought to the attention of the County Office of Education (or designated representative) and the Chief Business Officer (or designee) of the CSU for joint resolution. At the request of either party, the CSU shall provide a forum for discussion of the disputed item(s), at which time the Vice Chancellor, Business and Finance (or designated representative) of the CSU shall be available to assist in the resolution by providing advice to both parties regarding the CSU contracting policies and procedures. If resolution of the dispute through these means is pursued without success, either party may seek resolution employing whatever remedies exist in law or equity beyond this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement in one (1) or more copies as of the date and year first above written.

SAN LEANDRO UNIFIED SCHOOL DISTRICT

_____

Superintendent or Designee/Date

SAN FRANCISCO STATE UNIVERSITY

_____

Rabea Woerthwein-Mack, Director of Procurement

Appendix A
Memorandum of Agreement and Description of Services for SF STATE

San Francisco State University agrees to the following conditions and services that apply to Interns who are, or will be admitted to the Multiple and Single Subject Credential Programs at San Francisco State University and will be serving their Internships in the DISTRICT. Interns nominated by either UNIVERSITY or DISTRICT shall be mutually acceptable to both UNIVERSITY and DISTRICT and shall be subject to a mutually acceptable placement within the DISTRICT.

San Francisco State University agrees that:

1. Each Intern shall have completed the basic skills requirement prior to assuming Intern services or responsibilities.

2. Each Intern shall possess a B.A. Degree from an accredited institution of higher education, documented by official transcripts, with a minimum overall GPA of 2.67 or 2.75 in last 60 units.

3. Each Intern shall have a minimum of 120 hours of verified pre-service coursework.

4. Each intern shall have 45 hours of Early Field Experience, including students who are English Learners (EL) in educational settings; or hold a current Preliminary or Clear Credential with a valid EL Authorization; or, have a passing score on the CTEL Exam.

5. Each intern shall have met the subject matter requirement by passing all required subtests of the California Subject Examination for Teachers (CSET) or through completing CTC-approved coursework.

6. Each Intern shall have met the U.S. Constitution requirement through coursework or examination.

7. UNIVERSITY personnel, including but not limited to the College faculty and the College field supervisor, shall provide supervision, advice, encouragement and support for each intern as appropriate:

    a. Clearly define the documentation and monitoring processes for additional services to interns who have not yet earned the English Learner Authorization (ELA).
    b. Clearly define the description of qualifications of Commission-approved program supervisors, including the following:

    - Current knowledge in the content area that interns teach.
    - Understand the context of public schooling.
    - Ability to model best professional practices in teaching and learning, scholarship and service;
    - Knowledgeable about diverse abilities, cultural, language, ethnic and gender diversity.

- Thorough grasp of the academic standards, frameworks and accountability systems that drive the curriculum of public schools.

c. Provide University support/mentor training and orientation.

d. Document and monitor employer-provided support and mentoring.

e. Specify responsibilities of supervisor, including allocation of time/frequency of observations and/or coaching.

f. Specify procedures for access of UNIVERSITY supervisor and on-site support/mentor as appropriate.

g. Allocation of additional personnel, time, and resources for individuals who have not yet earned an English Learner Authorization (ELA), such as in-classroom coaching specific to the needs of English learners.

8. Each semester, each intern shall be provided a minimum of 3 hours per week of adequate instruction, advising, encouragement and support, as appropriate, by SF State University personnel, including but not limited to the College faculty and the College field supervisor.

9. UNIVERSITY will provide program coordination as needed with the cooperating district to manage the intern application and training process to ensure timely completion of credential coursework and filing for intern and preliminary credentials with the Commission on Teacher Credentialing.

10. UNIVERSITY will invoice DISTRICT at the end of each academic year at the rate of One Thousand Dollars ($1,000) as a fee for service for each intern served.

Appendix B
Memorandum of Agreement and Description of Services for District

DISTRICT agrees to the following conditions and services that apply to Interns who are, or will be admitted to the Multiple and Single Subject Credential Programs at UNIVERSITY and will be serving their Internships in the DISTRICT. Interns nominated by either UNIVERSITY or DISTRICT shall be mutually acceptable to both UNIVERSITY and DISTRICT, and shall be subject to a mutually acceptable placement within the DISTRICT.

DISTRICT agrees that:

1. Each Intern shall be provided a minimum of two hours every five Instructional days of adequate supervision, advice, encouragement and support, as appropriate, by the DISTRICT personnel, including but not limited to the school site faculty and the DISTRICT support provider. Support providers will hold a valid Clear of Life Credential with EL Authorization and have 3 years of successful teaching experience.

2. Interns will be released from instruction on a limited basis, as needed, to observe other credentialed teachers, to meet with DISTRICT support provider and to attend evening classes at UNIVERSITY.

3. DISTRICT personnel will report Interns annually to the California Commission on Teacher Credentialing (CTC) during the annual intern census.

4. DISTRICT personnel shall provide each intern with adequate supervision, advice, encouragement and support through the following activities:

    a. Clearly define the qualifications of employer-provided mentor(s), one of whom has the following minimum qualifications: 1) Valid corresponding Clear or Life credential, 2) Three years of successful teaching experience, and 3) EL Authorization (if responsible for providing specified EL support).

    b. Provide sufficient resources to work with the intern within the school day, including clearly defined expectations for type and frequency of support and protected time for the employer-provided mentor.

    c. Determine terms of employment, including evaluation process of site-support (e.g., retiree contracted by UNIVERSITY or other agency, current school employee, etc.).

    d. Allocate additional personnel, time, and resources for individuals who have not yet earned an English Learner Authorization (ELA)

    e. If the employer provided mentor does not hold an EL authorization, the District must identify an additional mentor with EL authorization who is immediately available to assist the intern with planning lessons that are appropriately designed and differentiated for EL students, for assessing language needs and progress and that support language-accessible instruction through in-classroom modeling and coaching.

    f. DISTRICT will reimburse UNIVERSITY at the end of each academic year in the month of June, or earlier, at the rate of One Thousand Dollars ($1,000) for each Intern served during the current academic year under this agreement.

Appendix C
Description of Services for SF STATE and District

UNIVERSITY and DISTRICT agree to the following shared responsibilities for interns who are admitted to the Multiple and Single Subject Credential Programs at UNIVERSITY and will be serving their Internships in the DISTRICT:

1. Identify, in a written statement signed by the DISTRICT evaluator, UNIVERSITY supervisor and the intern, the individual(s) being coached, the roles and responsibilities related to weekly course planning, coaching within the classroom, problem-solving regarding students, and curriculum and teaching.

2. Establish and document, in a written statement, the process for communication between the school principal or other evaluator and UNIVERSITY supervisor before the intern begins the student teaching course in the credential program.

3. Clearly define, in a written statement signed by the DISTRICT evaluator, UNIVERSITY supervisor, and intern, the roles of the onsite supervisor/coach and the University supervisor in the documentation and monitoring processes for additional services to interns who have not yet earned the English Learner Authorization (ELA).

Appendix D
COVID-19 Representation

DISTRICT is aware of and informed about the hazards currently known to be associated with the novel coronavirus referred to as “COVID-19”. DISTRICT is familiar with and informed about the Centers for Disease Control and Prevention (“CDC”) current guidelines regarding COVID-19 as well as applicable federal, state, and local governmental directives regarding COVID-19. DISTRICT, to the best of its knowledge and belief, is in compliance with those current CDC guidelines and applicable governmental directives. If the current CDC guidelines or applicable government directives are modified, changed or updated, DISTRICT will take steps to comply with the modified, changed or updated guidelines or directives.

If at any time DISTRICT becomes aware that it is not in compliance with CDC guidelines or an applicable governmental directive, it will notify UNIVERSITY of that fact.