



Special Education Intern Agreement

This Agreement ("Agreement") is between the Trustees of the California State University on behalf of California State University San Marcos ("University") and [Click here to enter text.](#) ("District"). District and University are collectively referred to herein as the "Parties" or individually as a "Party." This Agreement shall be effective as of the date of the last Party's signature below.

WHEREAS, University and District have proposed the creating of a special education teacher internship program pursuant to Education Code Section 44450, et seq., whereby University students would be hired as special education teacher interns by District schools (the "Program"). In consideration of the mutual promises set forth below, the Parties agree as follows:

1. This Agreement will become effective as of the date of the last Party's signature below and continue for a period of five (5) years. The Agreement may be terminated for any reason by either Party upon providing the other Party thirty (30) days written notice of the intent to terminate. If District terminates this Agreement, it will permit any student working at District at the time of termination to complete the student's work. The Agreement may be renewed upon the mutual written consent of both Parties.
2. University students, certified as qualified and competent by University, may, at District's discretion, be accepted and assigned to a school for services as an intern teacher ("intern"). The intern will successfully complete District's fingerprint, drug screening clearance, and Tuberculosis clearance prior to beginning work, and District will maintain the confidentiality of any results as required by federal and state law.
3. University will advise interns that the University does not assume any financial responsibility in the event the intern is injured or becomes ill as a result of the intern's participation in the Program at District.
4. With respect to the interns accepted by District, District will:
 - a) Provide each intern with at least one support provider/mentor who has the following minimum qualifications: (1) a valid clear or life Education Specialist (or equivalent) teaching credential in the disability area(s) for which the candidate is interning (i.e., Mild/Moderate, Moderate/Severe, both Mild/Moderate and Moderate/Severe or equivalent) and three (3) years of documented successful teaching experience.
 - b) Provide each intern a support provider/mentor with clear terms of employment (e.g., release from job responsibilities for current school employees for the equivalent of four hours per week with a minimum of two hours for weekly mentoring for each intern, contract with a retiree or other agency representative for the same time per intern), compensation, and intern support evaluation procedures.
 - c) Provide a site for intern class meetings with University, if it is determined that there are an adequate number of interns to conduct classes within the district.

- d) Provide each full-time intern a salary at Step 1, Range A of the current Teacher's Salary Schedule or better.
 - e) Provide each intern health insurance at the same level as a full-time certificated employee.
 - f) Provide each intern with Worker's Compensation Insurance.
 - g) Provide an orientation that includes a site tour; an introduction to staff; a description of the characteristics of and risks associated with District's operations, services and/or clients/student population; a discussion concerning safety policies and emergency procedures; and information detailing where interns check-in and how they log their time.
 - h) Evaluate the intern if requested by the University and promptly contact the University if the intern fails to perform assigned tasks or engages in misconduct.
 - i) Notify the University as soon as is reasonably possible of (i) any injury or illness to an intern; or (ii) an intern's request for a disability related accommodation that District is unable to accommodate and provide the University with a copy of the rationale upon request.
5. University Responsibilities:
- a) Admit candidates to pursue the California Mild/Moderate and/or Moderate/Severe [Extensive Support Needs] Education Specialist credential(s) and certify each as qualified and competent to provide intern teaching services in a University partnership District. NOTE: Only those candidates who already hold or are eligible for a basic California teaching credential (e.g., Multiple Subject, Single Subject) and who already (1) hold an English Learner Authorization, (2) have passed the CTEL, or (3) have completed a CCTC-approved CTEL program, are eligible.
 - b) Assist interns, through a personally designed program of study, to access needed coursework and clinical teaching supervision to successfully perform the Education Specialist Teaching Performance Expectations for the Mild/Moderate and/or Moderate/Severe [Extensive Support Needs] teaching credential(s).
 - c) Provide coursework and, via intern enrollment in clinical practice during internship semesters, University supervisor observation and coaching of each intern; collaboration with the intern support provider/mentor (e.g., a minimum of four to six visitations plus an end-of-semester summary meeting); and regular communication (e.g., biweekly e-mail) among the intern, University supervisor and support provider/mentor on TPE progress and intern growth and support needs.
 - d) Ensure, through an assessment by the Education Specialist Clinical Practice Coordinator, that an intern's University supervisor has at least a Master's degree and either holds an Education Specialist (or equivalent) credential or has the demonstrated background knowledge and experience (e.g., program faculty member) to model, coach, and evaluate candidate performance of Education Specialist Teaching Performance Expectations.
 - e) Provide support provider/mentors of interns with training and orientation as part of the regular (e.g., each semester) University supervisor and support provider/mentor orientation and update meeting.
 - f) Provide documentation and monitoring process for the delivery and nature of the employer-provided support provider/mentor support for the minimum time and purposes described in 3(b) above through the use of a Support Provider Contact Form completed by the support provider/mentor and provided to the intern site administrator and/or coordinator of special education services, the intern, and the University program and/or clinical practice coordinator(s).

- g) Provide on-campus privileges for interns, including use of the library and open-use computers and access to career planning and placement services.
6. The University and District together shall:
- a) Provide a minimum of 144 hours of support/mentoring and supervision to each intern per school year including coaching, modeling, classroom demonstration, assistance with course planning and problem-solving regarding students, curriculum, and development of effective teaching methodologies. The minimum support/mentoring and supervision provided to an intern who assumes daily teaching responsibilities after the beginning of a school year shall be equal to four hours times the number of instructional weeks remaining in the school year. A minimum of two hours of support/mentoring and supervision must be provided to an intern every five instructional days.
 - b) Ensure that intern candidates meet all CCTC field experience requirements including time spent in general, special, and inclusive settings.
 - c) Meet upon request or as necessary to resolve any potential conflicts and to facilitate a mutually beneficial experience for all involved.
7. University will regularly convene (e.g., once a semester) and communicate (e.g., via e-mail) with members of a cross-district Intern Support Committee comprised of University intern program representatives (e.g., program and clinical practice coordinators) and representatives (e.g., building administrator, special education administrator, intern support provider/mentor) of Districts currently hosting one or more intern(s) for the purposes of collaborating in program execution and assessment for continuous improvement.
8. The services of an intern may be terminated by District at its discretion, with 30 days' notice by District to University and the intern. District will document its rationale and provide the University with a copy of the rationale upon request. Such services shall also terminate upon an intern's termination of participation in University's internship program or upon discontinuance of such program.
9. University can release a student from the internship program if the student receives a grade lower than a C+ in any credential courses or if the student does not comply with all University and District policies and procedures. University may also revoke the candidate's internship credential.
10. Indemnification
- a) District shall indemnify, defend, and hold harmless the State of California, the Board of Trustees of the California State University, California State University San Marcos, and their respective officers, agents and employees from any and all liability for any personal injury, damages, wrongful death, or other losses and costs, including, but not limited to, reasonable attorneys' fees and defense costs, arising out of the negligence or willful misconduct of District or its respective officers, employees, agents or volunteers in the performance of this Agreement.
 - b) This Section will survive expiration or termination of this Agreement.
11. All terms of this Agreement are contingent upon continued approval of the CSUSM Education Specialist program and course of study by the California Commission on Teacher Credentialing.

12. University and District shall keep confidential at all times any and all information and personal data received from the other Party relating to teaching strategy, students, employees and tutors, and their performance and progress. Unless required by law, no personal data received from the other Party will be divulged to any third party without the prior written approval of the individual to whom such personal data relates. Disclosure of confidential information as required by court order, law or other governmental regulation shall not constitute a breach of this Agreement. University is legally mandated to provide records in response to a request for records under the California Public Records Act (Cal. Gov. Code section 6250, et seq.), and/or the Richard McKee Transparency Act of 2011 (Cal. Edu. Code section 72690, et seq.), unless such information falls under an exemption provided for under California law. The disclosure of information pursuant to University's obligations under the Public Records Act and/or McKee Act shall not constitute a violation of this Agreement. University is, and District may be, subject to various privacy, freedom of information and public records laws, and University and District agree that they will co-operate and provide all necessary assistance in order to comply with these legal obligations. District shall familiarize itself with student privacy laws (FERPA) and adhere to it accordingly.
13. The Parties agree that all students receiving clinical training pursuant to this Agreement shall be selected without discrimination on account of race, color, religion, national origin, ancestry, disability, marital status, gender, sexual orientation, age, or veteran status. Further, the Parties agree to comply with all applicable federal, state and local laws and regulations, including but not limited to laws that prohibit discrimination, harassment, sexual misconduct, and retaliation. District also agrees to comply with University policies governing discrimination, harassment, sexual misconduct, and retaliation, which are set forth in CSU Executive Orders 1095-1097. Any violation of applicable law or CSU policy is grounds for the immediate termination of the Agreement.
14. Each Party agrees to maintain professional and commercial general liability coverage of at least \$1,000,000 per occurrence, \$2,000,000 aggregate and to provide evidence of coverage upon request. Insurance must be placed with insurers with a current A.M. Best rating of at least A: VII. University will provide the student(s) with general and professional liability insurance in the amount of \$1,000,000 per occurrence, \$3,000,000 general aggregate. This insurance only applies if both Parties have signed this Agreement.
15. The validity, interpretation, and performance of this Agreement shall be governed by and construed in accordance with the laws of the State of California. The Parties agree that all actions or proceedings arising in connection with this Agreement shall be tried and litigated exclusively in the state courts located in the County of San Diego, State of California.
16. Any notices required by this Agreement will be deemed to have been duly given if communicated in writing to the following individuals.

TO UNIVERSITY:
Maria Froehle
Contract Analyst
California State University San Marcos
333 S. Twin Oaks Valley Road
San Marcos, CA 92096-0001
mfroehle@csusm.edu
760.750.4468

TO DISTRICT:

- Name
- Title
- District Name
- Address
- City, State, Zip
- Email
- Phone #

- 17. Interns participating in the Program at District are not officers, employees, agents or volunteers of the University.
- 18. Nothing contained in this Agreement confers on either Party the right to use the other Party's name without prior written permission or constitutes an endorsement of any commercial product or service by the University.
- 19. This Agreement may not be amended or altered in any way except by a writing duly executed by both Parties.

IN WITNESS THEREOF, this Agreement is executed by:

Date: _____ CALIFORNIA STATE UNIVERSITY SAN MARCOS

By: _____
 Maria Froehle
 Contract Analyst

Date: _____ _____ SCHOOL DISTRICT

By: _____

Title: _____

Date: 6/19/2020 San Pasqual Elementary TEACHERS ASSOCIATION

By: Michelle P. ...

Title: President

Please note: State regulations require that a representative of the union must be invited to participate in the execution of such Agreements. "Because interns perform the duties of fully certificated holders of the credential, it is important that representatives of these certificated employees, along with district representatives, participate fully in the development and evaluation of the internship program." If your district has, indeed, invited the union to participate in the signing of this Agreement and they did not choose to be included, please initial. _____