

**POINT LOMA NAZARENE UNIVERSITY  
SCHOOL OF EDUCATION**

**Services Program Internship Agreement with Cooperating School District**

This Internship Agreement (“Agreement”) is entered into between Point Loma Nazarene University (“PLNU” or “University”) and the **Mt. Diablo Unified School District** (the “District”).

Whereas, the University’s intern curriculum requires candidates to complete an internship working under the supervision of a District provided coach (“Internship”); and

Whereas, the District wishes to aid in the educational development of the University’s students and is willing to employ and support Internships by providing designated and qualified District personnel as support (“District Provided Coach(es)”); and

Whereas, the parties wish to document the guidelines, policies, and procedures for the placement of University students in Internships within the District;

Now, therefore, the parties agree as follows:

**I. Duties of the District**

- A. The District will hire University students for Internships (an “Intern”). The District reserves the right to hire only the number of Interns it deems to be feasible and is able to support at any given time.
- B. The District will assign Interns to positions that are authorized to be performed by holders of pupil personnel services, and/or administrative services intern credentials, with a load that is appropriate for a beginning counselor or administrator and that will enable the adequate time necessary to complete concurrent credential coursework.
- C. The District will place each Intern with a District Provided Coach preferably at the same site as the Intern and with experience in the services area assigned to the Intern.
- D. The District will compensate Interns with a salary that is not less than the minimum salary required by California law and applicable credentialing agencies, including the California Commission on Teacher Credentialing (“CTC”).
- E. The District will provide support and supervision for Interns in a manner consistent with California law and applicable credentialing agencies, and in full accordance with CTC guidelines.

- F. The District will provide sufficient resources to support Internships, including protected time for District Provided Coaches to provide support and mentoring to Interns within the school day.
- G. The District will provide Interns with clear terms of employment in writing no later than the first day of classes of the relevant school year.
- H. The District will only hire as Interns candidates who meet the requirements necessary for obtaining an intern credential.
- I. The District will participate in the evaluation of the University's Internship program pursuant to the criteria and process established by the University.

## **II. Duties of the University**

- A. The University will designate a member of its faculty in the Pupil Personnel and/or Preliminary Administrative Services programs to provide leadership for its Internship program, support to its Interns, and to coordinate and communicate with the District as a main point of contact on behalf of the University ("University Supervisor"). This shall be done at the University's sole expense.
- B. The University will ensure that Interns meet the following requirements necessary to acquire an intern credential:

For a Preliminary Administrative Services Credential

- 1. Meet the basic skills requirement as described in Education Code section 44252(b), unless exempt by statute.
- 2. Possess one of the following credentials:
  - (a) A clear or life California teaching credential that requires a baccalaureate degree and a program of professional preparation, including student teaching or the equivalent, and holds an English learner authorization; or
  - (b) A clear or life California designated subjects teaching credential in adult education, career technical education, vocational education or special subjects, provided the applicant also possesses a baccalaureate degree, and holds an English learner authorization; or
  - (c) A clear or life California services credential in pupil personnel services, health services for school nurse, teacher librarian services, or speech-language pathology or clinical or rehabilitative services requiring a baccalaureate degree and a program of professional preparation, including field work or the equivalent.

For a Pupil Personnel Services Intern Credential:

1. Bachelors' degree from an accredited school of higher education
2. CBEST
3. Completed required coursework as required by the University

The University will make application for the intern credential for those meeting the requirements.

- C. The University will enhance the Intern's growth and development by providing quality coursework, seminars, and experiences to complete the preliminary credential.
- D. During the term of each University quad, the University Supervisor will make four (4) visits to the Intern's designated classroom to assist and support the Intern.
- E. The University will ensure the quality of the Internship experience through the providing of professional development. University Supervisors will work with the Intern and their District Provided Coach in designing appropriate activities that support the Intern's work with students who require specialized or modified instruction in both the English language and their academic courses ("English Learners").
- F. The University will notify the District in the event that an Intern is not maintaining enrollment and/or responsibilities in courses necessary to complete the Internship requirements.
- G. The University will provide advising and transitional assistance to Interns preparing to enter the Induction program.

### **III. Removal of Interns**

The District will notify the University in writing, prior to taking any action against an Intern regarding any concerns or complaints about the Intern's performance or unsatisfactory conduct in the Internship. In such cases, the District will cooperate with the University to address the issues, including without limitation steps to further support the Intern and remediate the concerns. Except in circumstances where an Intern presents an immediate threat to the health and safety of the District's students or personnel, the District shall not remove an Intern from its facilities or Internship without engaging in the process described above.

### **IV. FERPA**

Prior to the start of their placement, the University shall provide training to Interns concerning the Family Educational Rights and Privacy Act of 1974, as amended ("FERPA") and its implementing regulations. As part of this training, the University shall

instruct Interns about their legal obligation to comply with FERPA and its implementing regulations with respect to confidential information the Intern may encounter during his/her Internship.

**V. Non-Discrimination**

The parties agree that neither will unlawfully discriminate in the selection of, or acceptance or participation by, any Intern pursuant to this Agreement on the basis of race, creed, color, national origin, religion, sex, disability, age, veterans' status, marital status, citizenship, or any other characteristic protected by law.

**VI. Compliance with Other Laws**

The University and District shall comply with all Federal, State, and local laws and regulations that are applicable to the subject matter of this Agreement.

**VII. General Liability Insurance**

Both parties shall maintain in force during the term of this Agreement, bodily injury, property damage, and professional liability insurance, with coverage of at least \$1,000,000 per occurrence and an annual aggregate of \$3,000,000 per occurrence, insuring itself and its agents and employees for their acts, failures to act, or negligence rising out of, or caused by, the activity which is the subject of this Agreement. Each party will provide the other proof of such insurance upon request. The University shall also require Interns to carry professional liability insurance as a requirement of its program.

**VIII. Mutual Indemnification**

Each party shall indemnify, defend and hold harmless the other party, the other party's affiliates, and their respective trustees, directors, officers, employees, students, faculty, agents, representatives, successors and assigns (collectively "Indemnified Parties") against all damages, claims, actions, liabilities, losses and other expenses, including without limitation reasonable attorney's fees, expert witness fees, consultant fees and other costs, incurred by or asserted against Indemnified Parties, whether or not a lawsuit or other proceeding is filed ("Claims"), that in any way arise out of or relate to (a) the indemnifying party's acts, omissions, negligence or willful misconduct with respect to its performance under this Agreement; and/or (b) the indemnifying party's non-compliance with any applicable Federal, State or local laws, rules or regulations with respect to its performance under this Agreement; provided, however, that an indemnifying party's indemnity hereunder shall not apply or extend to any acts or omissions of the other party or its representatives.

**IX. Applicable Law**

This Agreement shall be governed by and construed in accordance with the law of the State of California.

**X. Severability**

In the event any provision of this Agreement is held by a court to be illegal, void, or otherwise unenforceable, all other provisions of this Agreement shall continue in full force and effect to the maximum extent permitted by law.

#### **XI. Term/Termination**

The initial term of this Agreement will be for three (3) academic years and shall extend from **August 10, 2023 through August 31, 2026**. This Agreement may be extended for successive one (year) academic year periods by mutual written consent of the parties.

Either party may terminate this Agreement, with or without cause, by providing 60 days' written notice to the other party. However, in the event either party terminates the Agreement, Interns that have already been placed shall be permitted to complete their placement unless the candidate is otherwise removed pursuant to Section III of this Agreement.

#### **XII. Additional Terms**

- A. This Agreement is not intended to create any rights or interests for any other person or entity other than the University or District.
- B. Neither party may assign this Agreement, nor the duties and responsibilities contained herein, without the prior written consent of the other party.
- C. The University and District are independent entities and neither shall have, nor exercise, any control over the means, manner, or method by which the other performs its obligations under this Agreement. Nothing in this Agreement is intended or shall be construed to create an agency relationship, employment relationship, or joint venture between the parties. Neither party may use the other's name in a manner that is reasonably likely to suggest that the two are related without first obtaining the written consent of the other party. Furthermore, neither party intends for this Agreement to alter in any way their respective rights or their legal obligations.
- D. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof, and supersedes all prior or contemporaneous communications, negotiations, and agreements, written or oral, regarding the subject matter hereto. No modification of or amendment or waiver to this Agreement will be effective unless in writing and signed by each of the parties.
- E. Failure by either party at any time to require strict performance of any provision of this Agreement shall not constitute a waiver of that provision nor in any way limit enforcement of the provision.

[Signature Block on following page (page 6/6)]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the dates set forth below.

**For Point Loma Nazarene University:**

Name: Kerry D. Fulcher, Ph.D.  
Title: Provost and Chief Academic Officer  
Address: Point Loma Nazarene University  
3900 Lomaland Dr.  
San Diego, CA 92106

\_\_\_\_\_ Date: \_\_\_\_\_  
Authorized Signature

**PLNU Contact:**

Name: Deborah E. Erickson, Ed.D.  
Title: Dean, School of Education  
Address: Point Loma Nazarene University  
4007 Camino Del Rio South, Suite 400  
San Diego, CA 92108

**For the District:**

Name (Print): \_\_\_\_\_

Address (Print): \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_ Date \_\_\_\_\_  
Authorized Signature