

## **AGREEMENT**

### **Departments of Child and Adolescent Development, Special Education, and Teacher Education PK-3 ECE Specialist Instruction Credential Intern Program between**

### **SAN JOSÉ STATE UNIVERSITY and Mountain View Whisman School District**

This Agreement is entered into by and between the Trustees of the California State University on behalf of San José State University (the “University” or “SJSU”), and Mountain View Whisman School District (the “District”), and is effective as of Enter Date (the “Effective Date”).

#### **RECITALS**

1. The California Commission on Teacher Credentialing (the “Commission” or “CCTC”) sets standards for educator preparation for California public schools and the licensing and credentialing of professional educators in the State.
2. San José State University operates a Commission-approved and accredited teacher preparation program that satisfies Education Code section 44373(c). The University’s College of Education offers a PK-3 ECE Specialist Instruction Credential Intern Program (PK-3 Intern Program).
3. Mountain View Whisman School District (the “District”), a “public school employer” within Commission guidelines is a public school district operating in California. The District occasionally serves as an employing agency that elects to employ certain individuals with an Intern credential.
4. Internships allow an individual to complete the preparation program while employed in a public school setting and holding a Commission-issued Intern credential. Intern programs are a partnership between the Commission-approved program sponsor and the California employing agency. The supervision and support of the intern is a joint responsibility between the Commission-approved program and the employer. Both are equally responsible for assuring that the individual teaching on an Intern credential has received the required support and supervision. This Agreement formally establishes a relationship between the parties who pledge to coordinate their work, allocate resources appropriately, and share responsibility with each other to meet Commission preparation standards.

The University and the District agree as follows:

#### **1. SHARED RESPONSIBILITIES**

Both the University and District are equally responsible for assuring the following occur:

A. For interns enrolled in the PK-3 ECE Specialist Instruction Credential program, a minimum of 200 hours each must be completed in both a PK or TK setting and a K-3 setting, with an additional minimum of 200 hours in either setting. The district and the program sponsor will collaborate to develop a plan that allows these interns to acquire the required clinical practice hours, including exploring creative solutions such as rotational placements between PK-TK and K-3 classrooms.

B. Ensure that candidates admitted to the intern program hold a baccalaureate degree or higher from a regionally accredited institution of higher education prior to the hiring of an intern. Both the University and District shall collaborate to verify that this requirement is met by reviewing official transcripts.

C. Counsel the intern and develop a Professional Development Plan (PDP) to complete the requirements to earn a credential in the content or specialty area(s) of the Intern credential. The PDP shall include provisions for an annual evaluation of the intern, the coursework to be completed, and additional support during the first semester of service, particularly for those working with multilingual students or in inclusive settings.

D. Counsel the intern and develop a plan to complete the requirements to earn a credential in the content or specialty area(s) of the Intern credential. The university, the District, and the intern shall concur on the program planned. Both are responsible for the timely and proper progress of the plan. The plan shall include completing the California Teacher Performance Assessment (CalTPA) and obtaining videotaping permission slips from the intern's students for the CalTPA.

E. Identify the individual(s) and the roles/responsibilities related to:

- a. Weekly course planning
- b. Coaching within the classroom
- c. Problem-solving regarding students
- d. Curriculum, and
- e. Teaching

F. Establish the process for communication between the principal or evaluator, or other District designee and the University Advisor.

G. Provide each intern a minimum of one hundred forty-four (144) hours of support/mentoring and supervision per school year, including coaching, modeling, and demonstrating within the classroom, assistance with course planning and problem-solving regarding students, curriculum, and development of effective teaching methodologies. An additional forty-five (45) hours of support/mentoring specific to the needs of English Learners must also be provided for candidates without a valid English Learner authorization.

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 five hours times the number of instructional weeks remaining in the school year.

H. Identify a Site Coach for the intern that is fully certified with a corresponding life or clear teaching credential and a minimum of 4 years of successful teaching experience and a valid EL authorization. Designate protected time for the new Intern to meet with/work with the Site Coach and any other support personnel within the school day including clearly defined expectations for type/frequency of support. **A minimum of five hours of support/mentoring and supervision shall be provided to an intern teacher every five instructional days by their designated district Site Coach.**

I. Provide content-specific coaching.

J. The University and District certify that interns do not displace certificated employees in the District.

K. Ensure the intern certificate is valid for two years and communicate to the intern that they must complete all credential requirements within this timeframe.

## **2. UNIVERSITY'S RESPONSIBILITIES**

- A. The university is responsible for ensuring that the intern in their program is supervised and receives adequate support from a university supervisor.
- B. Provide the candidate with a minimum one hundred twenty (120)-hour preservice component that develops requisite knowledge and skills prior to entering the classroom in a sustained, intensive, and classroom-focused manner. This component will include instruction in the following areas: introduce the state adopted content standards, general pedagogical strategies including classroom management and planning, subject-specific pedagogy, effective developmentally appropriate instructional strategies for PK-3, and instruction in English language development. This preservice component must be completed prior to the issuance of an initial intern teaching credential. University will also verify that the candidate has demonstrated previous successful lead teaching either through completion of phase I student teaching or documentation from a previous teaching position.
- C. The SJSU PK-3 Intern Program is responsible for ensuring that the intern in their program meets CTC Intern Support and Supervision Requirements (including support/mentoring specific to the needs of English Learners) and agrees to the following:
  - a. Ensuring that each Intern shall have demonstrated subject matter competency and completed the US Constitution requirement prior to assuming Intern services or responsibilities.
  - b. Candidates for the Internship program who are authorized to teach in Spanish bilingual classrooms are required to demonstrate proficiency in Spanish and pass Subtest III of the Spanish CSET (aka as Spanish LOTE III).
- D. Upon employment, the Intern will be assigned a University Supervisor. University faculty in charge of field supervision of interns have received targeted professional development, including supervision responsibilities, adult learning theory, cognitive coaching, academic language development, the new ELD standards, and English language acquisition. The University Supervisor will:
  - a. Remain current in the knowledge and skills for candidate supervision and program expectations, including the CTC PK-3 TPEs.
  - b. Makes regular visits to the Intern's classroom (at least 6 per semester) and/or receives video observations (no more than 2), offering formative feedback and assistance, with special attention to areas of growth identified in conjunction with the candidate and the site coach.
  - c. Provides summative evaluations at the end of each semester. The supervisor will put the intern on an improvement plan if an intern exhibits dispositions contrary to the program's goals and mission and/or fails to demonstrate competence in teaching according to the CA Teacher Performance Expectations. If sufficient progress is not made toward the goals of the improvement plan by the stated deadlines, the intern may be required to exit the intern program.
- E. Review and monitor the documentation of the Site Coach's qualifications. The Site Coach must have a minimum of 10 hours of professional development in mentoring new teachers and must receive information/training on the CTC PK-3 TPEs.

F. Provide training seminars each semester for University Supervisors and Site Coach.

### 3. DISTRICT'S RESPONSIBILITIES

- A. The district is responsible for ensuring that the intern they have hired is supported by an administrator holding at least a preliminary administrative credential and that adequate supervision is provided by an on-site support provider (the "Site Coach"). **A minimum of five hours of support/mentoring and supervision shall be provided to the intern teacher every five instructional days by their designated district Site Coach.**
- B. Clearly articulate terms of employment, including evaluation process of site-support. For evaluation purposes, the Site Coach will complete a mid-year and end-of-year SJSU Intern Summative Evaluation (to be provided to the University Supervisor).
- C. District shall be responsible for providing release time to the district-based Site Coach / Support Provider for the performance of required duties. Additional compensation or a stipend may be provided to the Site Coach / Support Provider by the district. The principal and the Support Provider must sign a form (Appendix B) indicating they are aware of the support provider requirements (Appendix A) and the release time needed to complete observations.
- D. Ensures Interns receive additional support (including targeted support for working with English Learners) through activities listed in Part A of Appendix A: Activities and Support for Interns.
- E. Adheres to the provisions of the Intern Agreement Form (see Appendix B) to be signed upon employment by the district, intern, and Intern Program coordinator.
- F. Attend the Site Coach and/or University Supervisor meetings each semester. H.

District ensures the following terms of employment:

- a. Intern fulfills the classroom duties expected of a teacher at the school site. PK-3 Interns teach in a qualifying district preschool classroom or a TK-3rd grade classroom.
- b. The interns' services meet the instructional or service needs of the participating district(s).
- c. Intern does not assume any extra-curricular duties (examples: Literacy or Math Night Coordinator, club coordinator, yearbook advisor, head coach) during the initial semester, nor does the Intern teach an overload at any point in the program.
- d. Interns will be paid a first-year salary based on their placement on the certificated salary schedule.
- e. No intern's salary may be reduced by more than 1/8 of its total to pay for supervision.

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, the District will take steps to comply with the modified, changed or updated guidelines or directives. If at any time, the District becomes aware that it is not in compliance with CDC guidelines or an applicable governmental directive, it will notify the University of that fact.

### 4. STATUS OF UNIVERSITY AND DISTRICT

- A. The University represents and warrants that it is the State of California, acting in its higher education capacity, and has the legal capacity to enter into this Agreement.

- B. The District represents and warrants that it (1) has the legal authority to enter into this Agreement; and (2) has obtained all necessary approvals and rights required by applicable laws, rules and regulations necessary to enter into, and perform under, this Agreement.

## 5. INSURANCE

The District shall provide both general liability insurance and workers compensation insurance for any University students participating in the Program as employees of the District.

## 6. INDEMNIFICATION

- A. The District agrees to indemnify, defend, and hold harmless the University and its affiliates, directors, trustees, officers, agents, and employees, against all claims, demands, damages, costs, expenses of whatever nature, including court costs and reasonable attorney's fees arising out of or resulting from the District's negligence, or in proportion to the District's comparative fault.
- B. The University agrees to indemnify, defend, and hold harmless the District and its affiliates, directors, trustees, officers, agents, and employees, against all claims, demands, damages, costs, expenses of whatever nature, including court costs and reasonable attorney's fees arising out of or resulting from the University's negligence, or in proportion to the University's comparative fault.

## 7. TERM AND TERMINATION

- A. This Agreement shall be effective as of the date first written above and shall remain in effect for five (5) years from the Effective Date (the "Initial Term"). This Agreement shall expire at the end of the Initial Term.;
- B. This Agreement may be terminated at any time without penalty by written agreement or upon 30 days advance written notice by one party to the other, provided, however, that in no event shall termination take effect with respect to students then participating in the Program, until the students complete their training for the semester in which termination occurs.

## 8. GENERAL PROVISIONS

- A. Amendments. This Agreement may be amended at any time by mutual agreement of the parties without additional consideration, provided that before any amendment shall take effect, it shall be reduced to writing and signed by the parties.
- B. Assignment. Neither party shall voluntarily or by operation of law, assign or otherwise transfer this Agreement without the other party's prior written consent. Any purported assignment in violation of this paragraph shall be void.
- C. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all such counterparts together shall constitute one and the same instrument.
- D. Entire Agreement. This Agreement, including any attached exhibits or agreements referenced in Sections I.A, is the entire agreement between the parties. No other agreements, oral or written, have been entered into with respect to the subject matter of this Agreement.
- E. Endorsement. Nothing contained in this Agreement shall be construed as conferring on any party hereto any right to use the other party's name as an endorsement of product or service, or any right to advertise, promote, or otherwise market any product or service without the prior written consent of the other party. Furthermore, nothing in this Agreement shall be construed as an

endorsement of any commercial product or service by the University, its officers or employees.

- F. Survival. Upon termination of this Contract for any reason, the terms, provisions, representations, and warranties contained in this Agreement shall survive expiration or earlier termination of this Agreement.
  - G. Severability. If any provision of this Agreement is held invalid by any law, rule, order of regulation of any government or by the final determination of any state or federal court, such invalidity shall not affect the enforceability of the Agreement and any other provision not held to be invalid.
  - H. No Agency. Nothing herein shall be construed to create an agency relationship between the Parties.
  - I. Governing Law. The validity, interpretation, and performance of this Agreement shall be governed by and construed in accordance with the laws of the State of California.
9. Notices. Notices required under this Agreement shall be sent to the parties by one of the following means: 1) mail, postage prepaid at the address below, or 2) electronic delivery to the email address below, which must include a return confirmation email from the recipient. Signatures delivered electronically shall have the same authority, effect, and enforceable as original signatures:

**TO UNIVERSITY:**

San José State University  
One Washington Square  
San Jose, CA 95192-0078  
Attn: Dena Sexton, PhD  
Director of Field Experience  
Email: [dena.sexton@sjsu.edu](mailto:dena.sexton@sjsu.edu)  
Lurie College of Education

**TO DISTRICT:**

Mountain View Whisman School District  
1400 Montecito Ave.  
Mountain View, CA 94043  
Attn: Erin Green  
Director, Human Resources  
[egreen@mvwsd.org](mailto:egreen@mvwsd.org)

OR

**TO UNIVERSITY:**

[Teacher-education@sjsu.edu](mailto:Teacher-education@sjsu.edu)

**TO DISTRICT:**

[egreen@mvwsd.org](mailto:egreen@mvwsd.org)

**EXECUTION:**

By signing below, each of the following represents that they have the authority to execute this Agreement and to bind the party on whose behalf their signature is made

SAN JOSÉ STATE UNIVERSITY Strategic Sourcing - Contracts Procurement

By: \_\_\_\_\_

Name/Title

By: \_\_\_\_\_

Erin Green, Director Human Resources

## Appendix A: Activities and Support for Interns

Below, please find a list of activities used to support interns generally, and particularly in the area of targeted support for English Learners (indicated with an asterisk). Please also refer to our revised intern agreement form (Appendix B), signed by school site, intern and university before an internship credential application is submitted to the CTC.

- A. Activities and support provided at the school site by administrators, coaches, and colleagues (\*must average 5 hours per week)**
- New Teacher Orientation and Start of Year Teacher Professional Development
  - Grade Level or Department Meetings related to curriculum, planning, instruction, and/or assessment
  - Assistance with district-wide or school-wide benchmarking, where applicable
  - Weekly meetings with the site coach to reflect, set goals, and review progress
  - Planning support, including co-planning with EL-certified colleagues and/or site coach\*
  - Regular review of EL strategies, EL student work, and EL student progress\*
  - Review/discuss test results with colleagues (including ELPAC and assessments)\*
  - Collaborate with the intern on the intern's areas of need and improvement
  - Conduct 6-8 observations throughout the semester (12-16 observations over an academic year).
  - Complete a mid-semester and end-of-semester check-in.
- B. Activities and support provided at the school site by university supervisors**
- Semi-weekly visits from university supervisor for observation of teaching
  - Regular meetings with university supervisor to debrief observations of teaching
  - Regular feedback from university supervisor related to academic language and planned language production
  - Regular review of EL strategies, EL student work, and EL student progress\*
  - Observation and formative feedback using *Protocol for Planned Language Production*\*
  - Review/discuss test results with colleagues (ELPAC and assessment results)\*
  - Email, phone, and/or video conferencing support related to observation, problem solving, planning, curriculum and/or instruction\*
- C. Activities and support provided at the university by faculty, supervisors and /or peers**
- Development and/or refinement of a classroom management plan
  - Development and refinement of learner map and long-range assessment plan
  - Support in interpreting and contextualizing test score data (including ELPAC and other assessment results)\*
  - Regular reflection on problem-solving, planning, curriculum and/or instruction\*
  - Development and refinement of a unit plan aligned to common core/CA Preschool/Transitional Kindergarten Learning Foundations (PTKLF) and ELD standards\*
  - Review of Academic Language Demands and Student Support of mini-unit\*
  - Reflection on EL student work and progress towards planned learning outcomes\*

**Appendix B: PK-3 Intern Agreement Form  
PK-3 ECE Specialist Instruction Credential, San Jose State University**

Name: (Last, first): \_\_\_\_\_

Date: \_\_\_\_\_

Phone: (home or cell) \_\_\_\_\_

Student ID: \_\_\_\_\_

E-mail: \_\_\_\_\_

Grade Level: \_\_\_\_\_

District: \_\_\_\_\_

School: \_\_\_\_\_

Principal \_\_\_\_\_

Principal Email: \_\_\_\_\_

Effective date of hire \_\_\_\_\_



**Guidelines and Provisions for the Support of Interns**

I agree to abide by the following expectations for interns:

1. Intern fulfills the classroom duties expected of a teacher at the school, teaching subjects appropriate to a PK-3 ECE Specialist Instruction Credential.
2. Intern attends District New Teacher Orientations and appropriate staff development sessions that do not conflict with SJSU required courses.
3. The intern does not assume any extracurricular duties (e.g., Literacy or math night, yearbook advisor, club coordinator).
4. The school assigns the intern a site coach. The school ensures that this coach has at least 4 years of teaching experience and a valid Clear Multiple Subject or PK-3 Credential with EL authorization. The site coach meets weekly with the intern.
5. Weekly meetings between the Intern and School Site Coach (and/or grade-level colleagues) include co-planning lessons, units, and/or assessments; discussing district curriculum, benchmarks, and assessment data for students in the intern's classroom; and discussing EL strategies and progress. The Intern completes a log sheet detailing time and topics.
6. The intern meets regularly with the SJSU Supervisor to review progress, discuss challenges, and work to align teaching practice with California Standards for the Teaching Profession.
7. Intern completes all PK-3 Credential Program requirements and remains in good standing throughout the program.
8. The intern completes all additional CTC/Internship Program requirements (such as CTC surveys and logging of support/supervision hours) as requested.
9. Intern observes several lessons in a variety of classrooms.

Intern Applicant Signature: \_\_\_\_\_

Date \_\_\_\_\_

**School District Personnel/Human Resources Director**

I hereby verify that (Name of School District) \_\_\_\_\_ intends to employ this applicant as an Intern teacher beginning (Date) \_\_\_\_\_ provided that all authorizations are complete. I have read the *Guidelines and Provisions for the Support of Interns* above and attest that these guidelines and provisions will be maintained as long as the applicant is employed by this district as an intern.

Print Name: \_\_\_\_\_

Signature \_\_\_\_\_

Date: \_\_\_\_\_

**SJSU Intern Program Coordinator Approval of Applicant for Internship Program**

Print Name: \_\_\_\_\_

Signature \_\_\_\_\_

Date: \_\_\_\_\_