

**STUDENT TEACHER INTERNSHIP AGREEMENT
ALVORD UNIFIED SCHOOL DISTRICT
AND
RIVERSIDE COMMUNITY COLLEGE DISTRICT, ON BEHALF OF
RIVERSIDE CITY COLLEGE**

This Agreement is made and entered into by and between the Alvord Unified School District ("District/Agency") located at 9 KPC Parkway, Corona, CA 92879, and Riverside Community College District, on behalf of Riverside City College, located at 4800 Magnolia Ave., Riverside, CA 92506, ("College") collectively the "Parties."

RECITALS

WHEREAS, Section 35160 of the California Education Code provides that the governing board of any school District may initiate and carry on any program or activity, or may otherwise act in any manner which is not in conflict with, or inconsistent with, or pre-empted by, any law which is not in conflict with the purposes for which school Agencies are established; and

WHEREAS, College provides teacher training courses requiring supervised practice teaching and/or field experiences for students enrolled in these programs (the "Students") for completion of certificates, associate degrees and California State Child Development Permit; and

WHEREAS, District has sites suitable for the practice teaching and field experience needs of the College training programs; and

WHEREAS, it is to the benefit of both District and College that Students have opportunities for practice teaching and field experience to enhance their capabilities as practitioners.

AGREEMENT

NOW, THEREFORE, in consideration of the covenants and agreements set forth herein, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

I. TERM AND TERMINATION

The term of this Agreement shall be from July 1, 2021 – June 30, 2023.

- A. Notwithstanding anything to the contrary stated in this Agreement, either party may terminate this Agreement for convenience upon sixty (60) days' written notice.
 - 1. In the event the Agreement is terminated for convenience by either party, any Students training at District schools when District gives notice may continue to train until the end of the Student's current semester or quarter.
- B. This Agreement may be terminated by either party hereto should the other party fail substantially to perform in accordance with the terms hereof through no fault of the terminating party and such failure continues for thirty (30) days after notice thereof is delivered by the non-defaulting party.

II. COMPENSATION

Neither party to this Agreement shall be obligated to pay any monetary compensation to the other, and District shall have no obligation to pay monetary compensation or benefits to Students. If District chooses to employ the Student, the time in which the student is receiving compensation must not be a part of the hours required by the course.

III. SUPERVISION AND ASSIGNMENT OF STUDENTS

- A. District shall provide to Students practice teaching and field experience in its schools. Such practice teaching and field experience shall be provided under the direct supervision and instruction of such employees of the District, as the District and the College may agree upon through their duly authorized representatives.
- B. College will plan with District, in advance, its schedule of student assignments to designated schools, including dates and number of Students.
- C. College shall provide to District a copy of course objectives for the practice teaching and field experience. College will make arrangements for District assistance with evaluating the practice teaching and field experience. College will assign a faculty supervisor who will collaborate with District's site supervisor for such purposes. For purposes of this Agreement, the term "site supervisor" shall be defined as the District educator who has been assigned to supervise Student.
- D. District may, for good cause, refuse to accept any Student assigned to train in the District.
- E. District may, at any time, discontinue the practice teaching and field experience assignment of a Student upon notification to College. Such dismissal shall not be arbitrary or unreasonable. Students shall be instructed by College to promptly and without protest leave an area whenever they are requested to do so by District's authorized representative.
- F. Students shall be subject to the rules, regulations and policies of District and College, including recognizing the confidential nature of information regarding pupils and their records, and performance during emergency conditions.

A strict code of confidentiality is to be maintained. Any and all information obtained from client records is to be held in confidence. No copies of District student records shall be made, and no records or copies thereof are to be removed from the District. College shall require its Students and faculty placed at District to maintain confidentiality of each client's records pursuant to State and Federal laws regarding confidentiality of client information and records. District students shall not be identified in any manner in reports or case studies undertaken by students. In the event of an accident or incident, the District student may be identified in the District's confidential internal records only. If a violation of confidentiality by students or faculty of the College becomes known, District should inform the Interim Dean, Career and Technical Education, who will inform the risk Management of College, but College shall maintain all such information in confidence. The College and its employees, agents or students having any access to records of District's students shall observe all Federal, State and County regulations concerning the security and confidentiality of records including but not limited to, the Health Insurance Portability and Accountability Act ("HIPAA") of 1996. District may require that a confidentiality agreement be executed by any individual accessing District resources under the

terms and intent of this Agreement. In the event of lack of compliance with such request by District, further participation in the community experience at District will be denied.

- G. Students shall be free of active tuberculosis as evidenced by the submission to an examination. Such evidence shall be valid for the period covering the term of this Agreement. This requirement shall be consistent with the requirements for school employees as defined in California Education Code Section 49406.
- H. Students shall not be deemed to be employees or agents of District at any time, Students are volunteers.
- I. No Student shall replace an employee of District nor cause a District employee's hours to be reduced.

IV. OBLIGATION OF COLLEGE

- A. College shall be responsible for the selection, testing, placement and grading of Students placed with District.
- B. College shall provide Students' instruction required by College's program.
- C. College shall determine the required number of hours of District experience for Students at District. The selection of times, days and classes for individual Students shall be made by the Student in concurrence with appropriate District personnel and the Student's instructor from College. All plans for observation and/or District experience at District shall be subject to the approval of District, which approval shall not be unreasonably withheld.
- D. College shall provide orientation to all Students and ensure that all Students receive teaching instruction (or appropriate instruction) and have necessary skills prior to the practice teaching or field experience at District.
- E. Community Care Licensing for Child Day Care Centers requires fingerprinting only if volunteer/intern is in contact with children more than sixteen (16) hours a week. The College requires the students to complete less than sixteen (16) hours per week in such courses, criminal background checks are not required (California Education Code Section 45125.1). The College will ensure that the District provides direct supervision by District employees at all times.
- F. College shall obtain from Students and forward to District a form demonstrating that the Students acknowledge that their exclusive remedy from District for industrial injury illness is the College's Workers' Compensation Insurance Program operated in accordance with the Workers' Compensation Insurance and Safety Act of the State of California as amended from time to time. However, if District employs student during the training period and student is injured or becomes ill while working for District, District's Workers' Compensation Insurance shall be student's exclusive remedy. Please see Exhibit "A" for a copy of the form to be used, attached hereto and incorporated herein by this reference.
- G. College shall see that Students assigned to District receive a copy of College's Board Policy and Administrative Procedure 3518, titled Child Abuse Reporting and ensure that Students' understand their duty to report suspected child abuse

or neglect, as required by California Penal Code Section 11166. District shall also be provided a copy of said documents.

- H. Students shall be free of active tuberculosis as evidenced by the submission to an examination with the past year. This requirement shall be consistent with the requirements for child care employees as defined in Community Care Licensing Title XXII (Section 101216 (g)(1)).
- I. College shall be the employer and shall bear the responsibility for providing workers' compensation insurance or coverage for Students assigned to District, except as identified in Section F above.
- J. College shall designate a faculty member to coordinate and carry out the obligations of the College under the terms of this Agreement.
- K. Both parties agree that the standards of the Department of Early Childhood Education shall be maintained at a level equal to or exceeding those required by the State of California.

V. OBLIGATION OF DISTRICT

- A. District shall retain ultimate control of Students in the practice teaching and field experience environment.
- B. District shall provide Students such experience and observational opportunities as are of educational value.
- C. District shall make its best efforts to provide adequate classroom space.
- D. District shall permit the use of its parking facilities and cafeteria facilities by Students and College instructors in District-approved manners and during District-approved times.
- E. District shall provide emergency care and first-aid treatment to Students needing such care but shall not be obligated to furnish any other medical or surgical services to any Student. District may, upon request, require that any Student returning from an absence caused by illness or injury be cleared by a physician.
- F. District shall designate a staff member to coordinate and carry out the obligations of the District under the terms of this Agreement. The District's authorized representative shall be the Assistant Superintendent, Human Resources or his/her designee.

VI. NON-DISCRIMINATION

Neither party shall discriminate against any person in the provision of services, or employment of persons on the basis of ethnic group identification, national origin, religion, age, gender, gender identity, gender expression, race or ethnicity, color, ancestry, genetic information, sexual orientation, physical or mental disability, pregnancy, or any characteristic listed or defined in Section 11135 of the Government Code or any characteristic that is contained in the prohibition of hate crimes set forth in subdivision (1) of Section 422.6 of the California Penal Code, or any other status protected by law. The parties further understand that discrimination or harassment of any student or employee of the other party based on the above protected categories is strictly prohibited.

VII. TOBACCO/DRUG-FREE ENVIRONMENT

District is proud to provide a healthy, tobacco/drug-free environment. Smoking or the use of any tobacco products, alcohol, or any controlled substance is prohibited in buildings and vehicles, and on any property owned, leased or contracted for by District.

VIII. INDEMNIFICATION

- A. District shall defend, indemnify and hold College, its officers, employees, students and agents harmless from and against any and all liability, loss, expense (including reasonable attorney's 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 District, its officers, agents, or employees.
- B. College shall defend, indemnify and hold 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 College its officers, agents, employees or students.

IX. INSURANCE

The Parties, at their own cost and expense, shall insure their activities in connection with this Agreement by way of policies of insurance, a program of self-insurance, coverage through a Joint Powers Authority, or any combination thereof:

- A. Comprehensive or Commercial Form General Liability Insurance in the amount of at least \$1,000,000 per occurrence and \$2,000,000 in the aggregate.
- B. Professional Liability Insurance in the amount of at least \$1,000,000 per occurrence and \$2,000,000 in the aggregate.
- C. Employers Liability Insurance in the amount of \$1,000,000 per occurrence and \$2,000,000 in the aggregate.
- D. Workers' Compensation insurance as required by law. For the College, such coverage is to include Students. Also, if District elects to employ student during the training period, District's Workers' Compensation coverage shall be the primary coverage if student is injured or becomes ill while in the employment of District.

It should be expressly understood, however, that the coverages required under this Article shall not in any way limit the liability of College or District. Each party shall name the other party as an additional insured on a Certificate of Insurance and provide said Certificate to the other party within 10 days of the execution of this Agreement.

X. NOTICES

Any notice required to be served hereunder shall be in writing and shall be delivered in person or by certified or registered mail at the address set forth below for each Party.

A. If to the District:
Alvord Unified School District
9 KPC Parkway, Corona, CA 92879
Attn: Bob Presby, EdD, Assistant Superintendent

B. If to the College:
Riverside Community College District
Riverside City College
4800 Magnolia Ave.
Riverside, CA 92506
Attn: Dr. Gregory Anderson, President

With a copy to:
Riverside Community College District
Riverside City College
4800 Magnolia Ave.
Riverside, CA 92506
Attn: Dr. Shari Yates, Interim Dean, Career and Technical Education

All notices shall be deemed effective when they are made in writing, addressed as indicated above, and deposited in the United States mail. Any notices, correspondence, reports, and/or statements authorized or required by the Agreement addressed in any other fashion will not be acceptable.

XI. INDEPENDENT CONTRACTOR STATUS

None of the provisions of this Agreement are intended to create nor shall be deemed or construed to create any relationship between District and College other than that of independent entities contracting with each hereunder, solely for the purpose of effecting the provisions of this Agreement. Neither of the Parties hereto nor any of their respective officers, directors or employees shall be construed to be the agent, employer or representative of the other except as provided herein. Neither party is authorized to speak on behalf of the other for any purpose whatsoever without the prior consent in writing of the other.

XII. RESPONSIBILITY FOR OWN ACTS

Each party will be responsible for its own acts or omissions and any and all claims, liabilities, injuries, suits, and demands and expenses of all kinds which may result or arise out of any alleged malfeasance or neglect caused or alleged to have been caused by such party, its employees or representatives, in the performance or omission of any act or responsibility of such party under this Agreement. In the event that a claim is made against both Parties, it is the intent of both Parties to cooperate in the defense of said claim and to cause their insurers to do likewise. However, both Parties shall have the right to take any and all actions they believe necessary to protect their interest.

XIII. AUTHORIZATION WARRANTY

- A. College hereby represents and warrants that the person executing this Agreement for College is an authorized agent who has actual authority to bind College to each and every term, condition and obligation set forth in this Agreement and that all requirements of College have been fulfilled to provide such actual authority.
- B. District hereby represents and warrants that the person executing this Agreement for District is an authorized agent who has actual authority to bind District to each

and every term, condition and obligation set forth in this Agreement and that all requirements of District have been fulfilled to provide such actual authority.

XIV. COOPERATION IN DISPOSITION OF CLAIMS

District and College agree to cooperate with each other in the investigation and disposition of audits, peer review matters, disciplinary actions and third party liability claims arising out of any services provided under this Agreement. It is the intention of the parties to fully cooperate in the disposition of all such audits, actions or claims. Such cooperation may include, but is not limited to, joint investigation, defense, disposition of claims of third parties arising from services performed under this Agreement, and making witnesses available; provided, however, that nothing shall require either District or College to disclose any peer review documents, records or communications which are privileged under Section 1157 of the California Evidence Code, under the Attorney-Client Privilege or under Attorney Work-Product Privilege.

XV. NON-WAIVER

No waiver or breach of any term or provision of this Agreement shall be construed to be, nor shall be, a waiver of any other breach of this Agreement. No waiver shall be binding unless in writing signed by the party waiving the breach.

XVI. SEVERABILITY

In the event that any provision of this Agreement shall be held void, voidable, or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect in accordance with its terms disregarding such unenforceable or invalid provision.

XVII. GOVERNING LAW AND VENUE

This Agreement will be governed by and construed in accordance with the laws of the State of California. In the event of any dispute or litigation concerning or arising out of this Agreement, both Parties agree to seek resolution of the dispute or litigation within the venue of the appropriate courts in the County of Riverside, State of California.

XVIII. ENTIRE AGREEMENT/AMENDMENTS

This Agreement constitutes the entire Agreement between the Parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements, either written or oral. All exhibits referenced herein and attached hereto shall be deemed incorporated into and made a part of this Agreement by each reference as though fully set forth in each instance in the text hereof. This Agreement may only be modified by written agreement signed by both Parties.

Any purchase order issued by District in connection with this Agreement is deemed to be issued for District's administrative or billing identification purposes only. The terms and conditions contained herein shall exclusively govern the Services to be provided hereunder.

XIX. SURVIVAL

Articles I, III, V, VIII, X, XVII and this Article XIX shall survive termination or expiration of this Agreement.

IN WITNESS WHEREOF, the Parties hereto on the day and year written below have executed this Agreement.

**RIVERSIDE COMMUNITY COLLEGE
District, RIVERSIDE CITY COLLEGE**

ALVORD UNIFIED SCHOOL DISTRICT

Dr. Gregory Anderson
President

Bob Presby, Ed.D.
Assistant Superintendent

Date

Date

EXHIBIT "A"

STUDENT ACKNOWLEDGEMENT OF RIGHTS AND RESPONSIBILITIES

With respect to the Agreement dated _____ by and _____ ("District") and Riverside Community College District ("College") for the provision of student teachers and student field experience:

1. Student hereby acknowledges that their exclusive remedy from District for industrial injury or illness suffered as a result of the opportunities the District has voluntarily extended for practice teaching and field experience to enhance the Student's capabilities as practitioners, is the College's Workers' Compensation Insurance Program operated in accordance with the Workers' Compensation Insurance and Safety Act of the State of California as amended from time to time. However, if District elects to employ student during the training period and student is injured or becomes ill while working for District, then student understands that student's exclusive remedy for injury or illness is District's Workers' Compensation coverage.

College's Representative

Date

Student

Date