

## INTERNSHIP TRAINING AGREEMENT

This Agreement is between TULARE COUNTY PUBLIC DEFENDER'S OFFICE (**ORGANIZATION**), located at 221 SOUTH MOONEY BLVD. #G35 (**Address**) in VISALIA, CA 93277 (**CITY, STATE, ZIP CODE**), and **Visalia Unified School District's (DISTRICT) Career Technical Education Department (DEPARTMENT)**, and is effective as of MAY 14, 2025 (**Date**).

A. **ORGANIZATION** may have additional facilities in Visalia and other locations in Tulare and Kings County suitable for the educational needs of the **DISTRICT'S** Career Technical Education and Linked Learning Academy programs.

B. **DISTRICT** operates classes with students in need of supervised internships for the students enrolled in said classes;

C. The parties will both benefit from **Internship Programs (Program)** available to **DISTRICT** students at **ORGANIZATION** and acknowledge that this agreement is entered into without any consideration of monetary exchange.

The parties agree as follows:

### **I. GENERAL INFORMATION ABOUT THE PROGRAM**

A. The maximum number of **DISTRICT** students who may participate in the **Program** during each training period shall be mutually agreed by the parties at least seven days before the training period begins.

B. The starting date and length of each **Program** training period shall be determined by mutual agreement. Participation and scheduling shall conform to the calendar adopted by the **DISTRICT** as to holidays, vacations, etc.

### **II. TERM**

A. **Term.** This Agreement shall be effective as of MAY 14, 2025 (**date**) and shall remain in effect until JUNE 30, 2030 (**date**) unless otherwise terminated as provided in this Agreement.

B. **Renewal.** This Agreement may be renewed by mutual agreement.

### **III. DISTRICT'S RESPONSIBILITIES**

A. **Student Profiles.** **DISTRICT** shall advise each student enrolled in the **Program** to complete and send to **ORGANIZATION** a volunteer application/work-based agreement on a form to be agreed by the parties, which shall include the student's name, address, and telephone number. Each student shall be responsible for submitting his or her volunteer application/work-based agreement before the **Program** training period begins. **ORGANIZATION** shall regard this information as confidential and shall use the information only to identify each student.

B. **Schedule of Assignments.** **DISTRICT** shall notify **ORGANIZATION'S** **Program** supervisor of student assignments, including the name of the student and length and dates of proposed experience.

C. **Program Objectives.** **DISTRICT** shall establish educational objectives for the **Program**. **DISTRICT** will designate an employee to coordinate with **ORGANIZATION** designee to

implement the **Program** to be provided to students.

D. **Supervision.** The internship experiences for the students shall be planned and supervised by **ORGANIZATION and DISTRICT** designee.

E. **Records:** **DISTRICT** shall maintain all academic records for its students.

F. **Student Responsibilities.** **DISTRICT** shall notify students in the **Program** that they are responsible for:

1. Complying with **ORGANIZATION'S** policies, procedures, rules and regulations;
2. Arranging for their own transportation if not provided by **DISTRICT**;
3. Complying with **ORGANIZATION'S** dress code and wearing name badges identifying themselves as students. Students will wear the prescribed uniform of the Organization while on duty at the Organization and the purchase and laundering of such uniforms shall be provided by the student.

#### IV. **ORGANIZATION'S RESPONSIBILITIES**

A. **ORGANIZATION** shall accept from **DISTRICT** the mutually agreed upon number of students enrolled in the **Program** and shall provide the students with supervised internship experiences.

B. **Organization Designee.** **ORGANIZATION** shall designate a member of its staff to participate with **DISTRICT'S** designee in planning, implementing, and coordinating the **Program**.

C. **Access to Facilities.** **ORGANIZATION** shall permit students enrolled in the **Program** access to **ORGANIZATION** facilities as appropriate and necessary for their **Program**, provided that the students' presence shall not interfere with **ORGANIZATION'S** activities.

D. **Withdrawal of Students.** **ORGANIZATION** may request that **DISTRICT** withdraw from the **Program** any student who **ORGANIZATION** determines is not performing satisfactorily, refuses to follow **ORGANIZATION** administrative policies, procedures, rules and regulations, or violates any federal or state laws. Such requests must be in writing and must include a statement as to the reason or reasons for **ORGANIZATION'S** request. **DISTRICT** shall comply with the written request within five (5) days after actually receiving it.

E. **Emergency Health Care/First Aid.** **ORGANIZATION** shall, on any day when a student is receiving training at its facilities, provide to that student necessary emergency health care or first aid for accidents occurring in its facilities. Except as provided in this paragraph, **ORGANIZATION** shall have no obligation to furnish medical or surgical care to any student.

F. **Student Supervision.** **ORGANIZATION** shall permit students to perform services only when under the supervision of a registered, licensed, or certified professional on **ORGANIZATION'S** staff. Such clinicians or professionals are to be certified or licensed in the discipline in which supervision is provided. Students shall work, perform assignments, and participate in staff meetings and in-service educational programs at the discretion of their **ORGANIZATION** -designated supervisors. Students are to be regarded as trainees/volunteers, not employees, and are not to replace **ORGANIZATION** staff.

G. **Organization's Confidentiality Policies.** As trainees, students shall be considered members of **ORGANIZATION'S** "workforce," and shall be subject to **ORGANIZATION'S** policies respecting confidentiality of information. In order to ensure that students comply with such policies, **ORGANIZATION** shall provide students with substantially the same training that it provides to its regular employees.

V. **AFFIRMATIVE ACTION AND NON-DISCRIMINATION**

The parties agree that all students receiving internship training pursuant to this Agreement shall be selected without discrimination on account of race, color, religion, national origin, ancestry, disability, marital status, gender, gender identity, sexual orientation, age or veteran status.

VI. **STATUS OF DISTRICT AND COUNTY**

The parties expressly understand and agree that the students enrolled in the **Program** are in attendance for educational purposes, and such students are not considered employees of either **ORGANIZATION** or **DISTRICT** for any purpose, including, but not limited to, compensation for services, welfare and pension benefits, or workers' compensation insurance.

VII. **INSURANCE**

**District Insurance.** **DISTRICT** shall procure and maintain in force during the term of this Agreement, at its sole cost and expense, insurance in amounts reasonably necessary to protect it against liability arising from any and all negligent acts or incidents caused by **DISTRICT'S** employees. Coverage under such professional and commercial occurrence and three million dollars (\$3,000,000) in the aggregate. Such coverage shall be obtained from a carrier rated A or better by AM Best or a qualified program of self-insurance. The **DISTRICT** shall maintain and provide evidence of workers' compensation and disability coverage as required by law. **DISTRICT** shall provide **ORGANIZATION** with evidence of the insurance required by law. **DISTRICT** shall provide **ORGANIZATION** with evidence of the insurance required under this paragraph, which shall provide for not less than thirty (30) days' notice of cancellation to **ORGANIZATION**. **DISTRICT** shall promptly notify **ORGANIZATION** of any cancellation, reduction, or other material change in the amount of scope of any coverage required hereunder.

VIII. **INDEMNIFICATION**

**ORGANIZATION** and **DISTRICT** shall hold each other harmless, defend and indemnify their respective agents, officers and employees from and against any liability, claims, actions, costs, damages or losses of any kind, including death or injury to any person and/or damage to property, arising out of the activities of **ORGANIZATION** or **DISTRICT** or their agents, officers and employees under this Agreement. This indemnification shall be provided by each party to the other party regarding its own activities undertaken pursuant to this Agreement, or as a result of the relationship thereby created, including any claims that may be made against either party by any taxing authority asserting that an employer-employee relationship exists by reason of this Agreement, or any claims made against either party alleging civil rights violation by such party under Government Code section 12920 et seq. (California Fair Employment and Housing Act). This indemnification obligation shall continue beyond the term of this Agreement as to any acts or omissions occurring under this Agreement or any extension of this Agreement.

IX. **TERMINATION**

This Agreement may be terminated at any time 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 currently enrolled students, who shall be permitted to complete their training for any semester in which termination would otherwise occur.

**X. GENERAL PROVISIONS**

A. **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.

B. **Captions.** Captions and headings in this Agreement are solely for the convenience of the parties, are not a part of this Agreement, and shall not be used to interpret or determine the validity of this Agreement or any of its provisions.

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 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. **Governing Law.** The validity, interpretation, and performance of this Agreement shall be governed in accordance with the laws of the State of California.

F. **Notices.** Notices required under this Agreement shall be sent to the parties by certified or registered mail, return receipt requested, postage prepaid, at the address set forth below:

**VISALIA UNIFIED SCHOOL DISTRICT:**

Kirk Shrum, Superintendent  
5000 W. Cypress Avenue  
Visalia, CA 93277  
Phone: (559)730-7522

**CAREER TECHNICAL  
EDUCATION DEPARTMENT:**

Vicki Leoni, Director  
5000 W. Cypress Avenue  
Visalia, CA 93277  
Phone: (559) 730-7510

**ORGANIZATION:** TULARE COUNTY PUBLIC DEFENDER'S OFFICE

**NAME OF REPRESENTATIVE:** ERIN BROOKS, TULARE CO PUBLIC DEFENDER

**ADDRESS:** 221 SOUTH MOONEY BLVD. #G35

**CITY, STATE, ZIP CODE:** VISALIA, CA 93277

**PHONE:** 559-636-4500

**THE PARTIES**, having read and considered the above provisions, indicate their agreement by their authorized signatures below. Entered into on this 14th day of May, 202<sup>5</sup>.

**VISALIA UNIFIED SCHOOL DISTRICT**

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

BY \_\_\_\_\_

**Kirk Shrum  
Superintendent**

**Visalia Unified School District**

Date: 4/15/2025

BY \_\_\_\_\_

**(Pete Vander Poel/Board Chair)  
(Tulare County, Board of Supervisors)**

ATTEST: JASON T. BRITT  
County Administrative Officer/Clerk of the Board  
Of Supervisors of the County of Tulare

By: \_\_\_\_\_  
Deputy Clerk



Approve As To Form:  
County Counsel

By: Allison K. Pierce  
Deputy

Date: 4-4-2025

Matter No: PD-General