

Office of Christine Lizardi Frazier
Kern County Superintendent of Schools
Advocates for Children
1300 17th St., Bakersfield, CA 93301-4533
(661) 636-4000

CONTRACT FOR EMPLOYMENT OF INTERN CLASSROOM TEACHER

This contract, made between the Kern County Superintendent of Schools ("Superintendent") and ("Applicant"), provides as follows:

RECITALS

- A. Applicant represents that he/she possesses an authorization for service as an intern classroom teacher. The certificate is duly registered with the Kern County Office of Education.
- B. Applicant further represents that he/she is not now under contract to any other school district or public school entity in the State of California, except as set forth by a memorandum attached to this agreement.
- C. The Superintendent is empowered to hire certificated persons and is desirous of filling an intern teaching position at this time.
- D. The Superintendent expressly relies on the above representations of Applicant in entering into this agreement.

The parties agree as follows:

TERMS

- 1. **Employment.** Superintendent offers to Applicant, and Applicant accepts, employment as an intern classroom teacher in the service of the District, pursuant to the further terms of this agreement.
- 2. **Terms of Employment.** This contract is made effective, and will continue until the occurrence of the earliest of the following events:
 - a. Resignation by Applicant.
 - b. Abandonment of position by Applicant.
 - c. Notice of termination of employment due to layoff.
 - d. Termination of employment due to being dropped from an intern program by the sponsoring entity or, whenever this district concludes that this person should be dropped from our intern program.
 - e. District's decision not to file a renewed Declaration of Need with the Commission on Teacher Credentialing for this Applicant's services.
 - f. June 30, 20 _____ .
- 3. **Maintenance of Authorization(s).** Applicant warrants and represents that he/she will, with respect to the intern authorization and any other authorization subsequently obtained by Applicant:
 - a. Immediately register each such authorization with the County Office of Education.
 - b. Take and pass all examinations of continuing education courses which are now or may be required for renewal of each authorization.
 - c. Refrain from any act or omission which is intended to or will result in suspension, revocation, or deregistration of any or all such authorizations.

Applicant acknowledges that Applicant’s continuing employment with the Superintendent is expressly subject to maintenance of each such authorization. Failure to maintain each such authorization will entitle the District to elect, at the Superintendent’s sole option, to treat Applicant’s failure to maintain an authorization as one or both of the following:

- a. A total breach of contract by Applicant resulting in termination of Applicant’s employment forthwith and entitling Superintendent to recover damages from Applicant.
- b. Prima facie evidence of unprofessional conduct, defiance of authority and of acts of refusal to obey the lawful directives of Superintendent, thereby subjecting Applicant to immediate discipline or dismissal.

A decision by Superintendent not to pursue its remedies under this section “Maintenance of Authorization(s)” shall not be deemed to be a waiver of District’s rights with respect to a later incident of failure to maintain an authorization.

In the event of either type of failure, this agreement shall terminate and Applicant will no longer be employed by Superintendent.

4. **Compensation.** The parties agree that Applicant will receive compensation for services at the rate shown below. Adjustment may be made annually according to Employer’s salary schedule, subject to satisfactory achievement in the evaluation process.

Your term of service is to be ____ Actual working days (____ percent of full term) scheduled at the convenience of your employer between _____, 20____ and _____, 20____. Minimum hours daily: _____ Minimum days weekly: _____

Your placement on the kern County Superintendent of Schools Office Certificated Personnel Salary Schedule is at: Schedule ____, Class ____, Step ____, with a salary base of \$ _____ (for _____ days).

Your total salary of \$ _____ (Daily rate \$ _____) will be payable as follows: ____ payment(s) at \$ _____ and ____ payment(s) at \$ _____, to begin _____, 20____, and to terminate _____, 20____.

5. **Assignment Schedule.** The regular annual contract shall consist of ____ days, including ____ state-funded staff development days. A first-year employee’s regular school year shall consist of ____ days. The Superintendent reserves the right to extend the contract for up to ____ days to fulfill the Superintendent’s requirements for the extended year education program and to meet the special needs of students. Any additional hours will be paid at the hourly rate earned during the regular school year.

6. **Adherence to Laws and Regulations.** Applicant agrees that he/she will faithfully adhere to all laws of the State of California and the directives of the United States, all lawful regulations of the State Board of Education, the regulations, policies and directives of the Superintendent, and all directives of his/her superiors.

Executed at Bakersfield, California, on the dates shown below.

Kern County Superintendent of Schools

Applicant

Christine Lizardi Frazier, Superintendent of Schools

Applicant’s Signature

Date

Applicant’s Name – Please Print