

**STUDENT TEACHING AGREEMENT
SAN FRANCISCO STATE UNIVERSITY
AND
MT. DIABLO UNIFIED SCHOOL DISTRICT**

THIS AGREEMENT is entered into by and between The Trustees of the California State University (the University), which is the State of California acting in a higher education capacity through its duly appointed and acting officer on behalf of San Francisco State University, hereinafter called "the University" and the above named School District, hereinafter called "the District".

WHEREAS, the District is authorized to enter into agreement with a state university, the University of California or any other university or college accredited by the State Board of Education as a teacher education institution, to provide teaching, clinical and administrative experiences through practice teaching or clinical or administrative supervision to students enrolled in teacher and clinical training or administrative internship curricula of such institutions;

NOW THEREFORE, it is mutually agreed between the parties hereto as follows:

GENERAL PROVISIONS

1. The term of this agreement shall be from July 1, 2014 to June 30, 2017
2. The District shall provide teaching or clinical or administrative experience through practice teaching or clinical experience or administrative internship in schools and classes of the District in accordance with California Commission of Teacher Credentialing Standards. Students of the University shall be assigned by the University to practice teaching or clinical or administrative experiences in schools or classes in the District for the term as set forth in special provisions. Such practice teaching or clinical or administrative experiences shall be provided in such schools or classes of the District, and under the direct supervision and instruction of such employees of the District as the District and the University through which their duly authorized representatives may agree upon. The assignment of a student teacher or clinical or administrative student is the joint responsibility of the District and the University.

The District may, for good cause, refuse to accept for practice teaching or clinical experience any student of the University assigned to practice teaching or perform counseling or clinical duties in schools or classes of the District. The University may, for good cause, terminate the assignment of any student of the State University to practice teaching or to perform counseling or clinical duties in the District.

"Practice Teaching" or "Administrative Internship" as used herein and elsewhere in this agreement means active participation in the duties and functions of the classroom teaching or school site under the direct supervision and instruction of employees of the District holding valid life diplomas or credentials issued by the State Commission on Teacher Credentialing, other than emergency, intern, or provisional credentials, authorizing them to serve as classroom teachers or principals in the schools or classes in which the practice teaching or administrative internship is provided.

"Clinical or counselor Practicum" as used herein and elsewhere in this agreement means active participation in the duties and functions of the counseling or clinical unit under the direct

supervision and instruction of employees of the District or agency holding a valid life diplomas or certification issued by the State Commission on Teacher Credentialing, other than emergency, intern, or provisional credentials or certification, authorizing them to serve as counselors in the schools or classes in which the clinical experience is provided.

3. "Semester unit of practice teaching" as used herein and elsewhere in this agreement for elementary and secondary schools equals approximately twenty (20) minutes of practice teaching daily for five (5) days a week for sixteen (16) weeks. For Junior Colleges and/or Adult Schools, semester unit equals approximately twenty (20) minutes of practice teaching daily three (3) days per week for eighteen (18) weeks during regular session. Other components of the student teaching experience shall include:
 - Students should be given ample time to participate in the school activities from the beginning to the end of the year.
 - Students should be given ample time to participate in multiple placements per elementary, middle and high school settings.
 - Students should have at least 12 to 16 hours for counselors and 20-25 hours per week for elementary, secondary and special education candidates to work in specified site.
 - Students should be allowed to experience two full weeks (all day) of student teaching.
 - Students should be given ample opportunity to work within classrooms and schools that are comprised of English Language Learners and in diverse school settings.
 - Students should be allowed to participate in school settings for a maximum of 16 weeks per semester of clinical or teaching.
4. An assignment of a student of the University to practice teaching or counseling or administration in the District shall be deemed to be effective for the purposes of this agreement as of the date student presents to the proper authorities of the District the assignment card or other document given by the University effecting such assignment, but not earlier than the date of such assignments as shown on such card or other document. Absences of a student from assigned practice teaching or counseling or administrative practicum shall not be counted as absences in computing the semester units of practice teaching or counseling or administrative practicum provided the student by the District.
5. District shall be responsible for damages caused by the negligence of its officers, employees and agents. University shall be responsible for the damages caused by the negligence of its officers, employees and agents. The intent of this paragraph is to impose responsibility on each party for the negligence of its officers, employees and agents.
6. University shall ensure that all students maintain an insurance policy called Student Professional Liability Insurance Program which will be procured by the University prior to the student reporting to District site.
7. District and University each shall maintain in full force Commercial Liability Insurance and Professional Liability Insurance with limits no less than \$1,000,000/\$3,000,000 aggregate. Evidence of such coverage shall be furnished upon request by District and University.
8. It is understood and agreed by the parties that all students shall be considered learners and are not covered by Workers Compensations of either party. They shall not replace District staff except as may be necessary as a part of their educational training.

9. Notwithstanding any other provision to the contrary, this Agreement may be terminated without cause at any time by either party upon ninety (90) days' prior written notice to the other party or upon completion of the students' rotation, whichever is greater. In the event of a material breach of this Agreement, the aggrieved party may terminate this Agreement by giving thirty (30) days' prior written notice of termination to the breaching party.
10. This agreement may be amended or modified at any time by mutual written consent of both parties.

IN WITNESS WHEREOF, the undersigned have executed this agreement on the date and year set forth below.

By _____
Megan Dobbyn
Associate Procurement Officer

By _____
Nellie Meyer
Superintendent

(Date)

(Date)

“University”
San Francisco State University
1600 Holloway Avenue, CY140
San Francisco, CA 94132
Tel: 415-338-1837
mdobbyn@sfsu.edu

“District”
Mt. Diablo Unified School District
1936 Carlotta Dr.
Concord, CA 94519
Tel: (925) 682-8000
meyern@mdusd.org

SCHOOL BOARD CERTIFICATION

I, the duly appointed and acting Clerk or Secretary of the Governing Board of the School District listed below, do hereby certify that the following is a true and exact copy of a portion of the Minutes of the regular meeting of said Board held on _____, 2014.

(month/day)

“It was moved, seconded and carried that the attached contract with the Trustees of the California State University for the State University, whereby the University may assign students to the schools in the _____ District for practice teaching be approved.”

School

County

By _____
Clerk, Secretary (circle one)
Of the Board of Trustees



CERTIFICATE OF COVERAGE

DATE (MM/DD/YYYY)
6/18/2014

PRODUCER

Alliant Insurance Services, Inc.
100 Pine Street, 11th Floor
San Francisco CA 94111

THIS CERTIFICATE IS ISSUED AS A MATTER OF EVIDENCE ONLY AND CONFERES NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE MEMORANDUM(S) OF COVERAGE BELOW.

THIS CERTIFICATE OF COVERAGE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING COVERAGE PROVIDER, AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: IF THE CERTIFICATE HOLDER IS AN ADDITIONAL COVERED PARTY, THE MEMORANDUM OF COVERAGE MUST BE ENDORSED. A STATEMENT ON THIS CERTIFICATE DOES NOT CONFER RIGHTS TO THE CERTIFICATE HOLDER IN LIEU OF SUCH ENDORSEMENT(S).

IMPORTANT: IF SUBROGATION IS WAIVED, SUBJECT TO THE TERMS AND CONDITIONS OF THE MEMORANDUM(S) OF COVERAGE AN ENDORSEMENT MAY BE REQUIRED. A STATEMENT ON THE CERTIFICATE DOES NOT CONFER RIGHTS TO THE CERTIFICATE HOLDER IN LIEU OF SUCH ENDORSEMENT(S).

NAMED COVERED PARTY

San Francisco State University
1600 Holloway Avenue
Administration Building, Room 252
San Francisco CA 94132

PROGRAM AFFORDING COVERAGE
A: CSU Risk Management Authority
B:
C:

COVERAGES

THIS IS TO CERTIFY THAT THE COVERAGE IS AFFORDED TO THE ABOVE NAMED MEMBER, AS PROVIDED BY THE MEMORANDUM(S) OF COVERAGE, FOR THE PERIOD SHOWN BELOW, NOT WITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE COVERAGE AFFORDED BY THE PROGRAM DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS, AND CONDITIONS OF SUCH MEMORANDUM(S) OF COVERAGE. THE FOLLOWING COVERAGE IS IN EFFECT.

JPA LTR	TYPE OF COVERAGE	MEMORANDUM NUMBER	COVERAGE EFFECTIVE DATE (MM/DD/YYYY)	COVERAGE EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY	CSURMA-LIAB-1415	7/1/2014	6/30/2015	EACH OCCURRENCE	\$2,000,000
	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY				FIRE DAMAGE (Any one fire)	\$
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXPENSE (Any one person)	\$
	<input checked="" type="checkbox"/> Contractual Liab				PERSONAL & ADV INJURY	\$
	<input checked="" type="checkbox"/> STR \$500,000				GENERAL AGGREGATE	\$4,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:				PRODUCTS-COMP/OP AGG	\$4,000,000
	<input type="checkbox"/> MEMOR-ANDUM <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC					
	AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident)	\$
	<input type="checkbox"/> ANY AUTO					
	<input type="checkbox"/> ALL OWNED AUTOS					
	<input type="checkbox"/> SCHEDULED AUTOS					
	<input type="checkbox"/> HIRED AUTOS					
<input type="checkbox"/> NON-OWNED AUTOS						
A	WORKERS' COMPENSATION AND EMPLOYERS LIABILITY	CSURMA-WC-1415	7/1/2014	6/30/2015	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER	
	ANY PROPRIETOR/PARTNER/ EXECUTIVE/OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT	\$1,000,000
	IF YES, DESCRIBED UNDER SPECIAL PROVISION BELOW				E.L. DISEASE - EA EMPLOYEE	\$1,000,000
					E.L. DISEASE - POLICY LIMIT	\$1,000,000
	OTHER					
	OTHER					

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL/PROVISIONS
 Note: Workers' Compensation Coverage is provided as evidence only.
 Evidence of Medical Malpractice is included in General Liability coverage.

CERTIFICATE HOLDER

San Francisco State University
1600 Holloway Avenue
San Francisco CA 94132

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED MEMORANDUM(S) OF COVERAGE BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE MEMORANDUM(S) OF COVERAGE PROVISIONS.

AUTHORIZED REPRESENTATIVE *R. Lee Jones*