

CALIFORNIA STATE UNIVERSITY, EAST BAY STUDENT TEACHING EXPERIENCE AGREEMENT

THIS AGREEMENT entered into by and between the State of California through the Trustees of The California State University on behalf of California State University, East Bay, hereinafter called University, and Mt. Diablo Unified School District, noted below, hereinafter called the District.

WITNESSETH

WHEREAS, the District is authorized to enter into agreements with the University, to provide teaching experience through practice teaching to students enrolled in teacher training curricula of the University; and

NOW, THEREFORE, it is mutually agreed between the University and the District as follows:

SPECIAL PROVISIONS

The TERM of the Agreement is for a period of five (5) fiscal years: __July 1, 2017 through June 30, 2022.

GENERAL TERMS

The District shall provide to University students teaching experience through practice teaching in schools and classes of the District not to exceed the units of practice teaching set forth in the Special Provisions, Such practice teaching 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 their duly authorized representatives may agree upon.

It is understood and agreed by the parties that all students shall be considered learners and are not covered by Workers Compensation of either party. They shall not replace District staff except as may be necessary as a part of their educational training and subject to any and all applicable laws.

The District may, for good cause, refuse to accept for practice teaching any student of the University assigned to practice teaching in the District, and upon request of the District, made for good cause, the University shall terminate the assignment of any student of the University to practice teaching in the District.

"Practice teaching" as used herein and elsewhere in this agreement means active participation in the duties and functions of classroom teaching under the direct supervision and instruction of employees of the District holding valid life diplomas or credentials issued by the State Board of Education, other than emergency or provision credentials, authorizing them to serve as classroom teachers in the schools or classes in which the practice teaching is provided.

A semester unit of practice teaching for elementary and secondary schools is approximately twenty (20) minutes of practice teaching daily for five (5) days a week for eighteen (18) weeks. A quarter unit of practice is two-thirds (2/3) of a semester unit. For community colleges and/or adult schools, a semester unit is approximately 20 minutes of practice teaching daily three (3) days a week for eighteen (18) weeks during regular session.

University students assigned to practice teaching in schools or classes of the District shall be, at the discretion of the University, either for approximately nine (9) weeks or for approximately eighteen (18) weeks, but a student may be given more than one assignment by the University to practice teaching in

such schools or classes.

University students assigned to practice teaching in the District shall be effective for this agreement as of the date the student presents to the proper authorities of the District the assignment card or other document given the student by the University effecting such assignment, but not earlier than the date of such assignment as shown on such card or other document.

Absences of a student from assigned practice teaching shall not be counted as absences in computing the semester units of practice teaching provided the student by the District.

UNIVERSITY shall be responsible for damages caused by the negligence of its officers, employees and agents. FACILITY shall be responsible for damages caused by the negligence of its officers, employees and agents.

| execution of this contract is hereby requested. | | | | | |
|--|---|--|--|--|--|
| CALIFORNIA STATE UNIVERSITY, EAST BAY | Mt. Diablo Unified School District | | | | |
| By Carolyn Nelson | Ву | | | | |
| Dean, CEAS | Superintendent/Designee/Printed Name / Title | | | | |
| | Mt. Diablo Unified School District | | | | |
| | By | | | | |
| | CERTIFICATION | | | | |
| below, do hereby certify that the | ary of the Governing board of the School District listed the Minutes of the regular meeting of said Board held on: | | | | |
| | , 20 | | | | |
| | lonth/Day | | | | |
| | tached contract with the Trustees of The California State audents to the schools in the School District for practice | | | | |
| teaching, be approved; and theexecute the same." | is hereby authorized to | | | | |
| School District | County | | | | |
| Ву | | | | | |
| Clerk, Secretary (strike one) of the Governing Boa | ard of the School District | | | | |

| CE | RTIFICATE OF COV | ERAGE | | | • | | (MM/DD/YYYY) 5/2016 | |
|--|--|----------------------------|---|---|--|---|---|--|
| 100 | ant Insurance Services, Pine Street, 11th Floor Francisco CA 94111 | Inc. | U N M T IS C | 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 | | | | |
| | | 2 | | | | ENDORSED. A STATEMENT ON T E CERTIFICATE HOLDER IN | | |
| NAMED | COVERED PARTY | , | E | ENDORSEMENT(S). | | | | |
| CSU, East Bay 25800 Carlos Bee Blvd | | M T E | 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). | | | | | |
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| | RAGES | | Marian An anoma | D DV THE MEMO | DOWNERS OF COVERNOR F | On THE DERIOR BLOWN DELOW NOT | *************************************** | |
| REQUIRE | TO CERTIFY THAT THE COVERAGE IS AFFORDED MENT, TERM OR CONDITION OF ANY CONTRACT ED HEREIN IS SUBJECT TO ALL THE TERMS, EXCL | OR OTHER DOCUMENT WITH RES | PECT TO WI | HICH THIS CERTIF | ICATE MAY BE ISSUED OR MAY | Y PERTAIN. THE COVERAGE AFFORDS | D BY THE PROGRAM | |
| JPA LTR | TYPE OF COVERAGE | MEMORANDUM NUMBER | | SE EFFECTIVE MM/DD/YY) | COVERAGE EXP(RATION DATE (MM/DD/YY) | LIMITS | | |
| A | GENERAL LIABILITY | CSURMA-LIAB-1617 | 7/1/201 | ` | 6/30/2017 | EACH OCCURRENCE | \$2,000,000 | |
| | COMMERCIAL GENERAL LIABILITY | COOKER ELLE TOT? | //1/201 | .0 | 0,30,201, | FIRE DAMAGE (Any one fire) | \$ | |
| | CLAIMS MADE X OCCUR | | | | | MED EXPENSE (Any one person) | \$ | |
| | x Contractual Liab | : | | | | PERSONAL & ADV INJURY | s | |
| | X SIR \$500.000 | | | | | GENERAL AGGREGATE | \$4,000,000 | |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | PRODUCTS-COMP/OP AGG | \$4,000,000 | |
| | MEMOR- ANDUM PROJECT LOC | | | | | | 1,000,000 | |
| | AUTOMOBILE LIABILITY | | | | | COMBINED SINGLE LIMIT | \$ | |
| | ANY AUTO | | | | | (Ea accident) | \$ | |
| | ALL OWNED AUTOS | | | | | | | |
| | SCHEDULED AUTOS | | | | | | | |
| | HIRED AUTOS | | | | | | | |
| | NON-OWNED AUTOS | | | | | | | |
| А | WORKERS' COMPENSATION AND EMPLOYERS LIABILITY | CSURMA-WC-1617 7/1/20 | | .6 | 6/30/2017 | X WC STATUTORY OTHER LIMITS | | |
| | ANY PROPRIETOR/PARTNER/ EXECUTIVE/OFFICER/MEMBER | | | | , | E.L. EACH ACCIDENT | \$1,000,000 | |
| | EXCLUDED? | | | | | E.L. DISEASE - EA EMPLOYEE | \$1,000,000 | |
| | IF YES, DESCRIBED UNDER SPECIAL PROVISION BELOW | | | | | E.L. DISEASE - POLICY LIMIT | \$1,000,000 | |
| | OTHER | | | | : | | | |
| | OTHER | | | | : | | | |
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| DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL/PROVISIONS Note: Workers' Compensation Coverage is provided as evidence only. Evidence of coverage as respects the Agreement for Furnishing Clinical Experience and the Use of Clinical Facilities. Evidence of Professional Liability is included in General Liability Coverage. Term of Agreement: Execution - December 31, 2022. | | | | | | | | |
| CERT | IFICATE HOLDER | | | CANCEL | LATION | | | |
| | | District | | T | | CODIDED MEMORINA | OF OO! :== :== | |
| Mt. Diablo Unified School District Attn: Stephanie Roberts 1936 Carlotta Drive Concord CA 94519 | | | | | 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 | | | | |