



Agreement No. C130874

**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 Milpitas 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 four (4) fiscal years: August 8, 2013 through June 30, 2017.

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

MILPITAS UNIFIED SCHOOL DISTRICT

By Marites Angeles, Contract Coordinator

By Cary Watawaka

Marites Angeles

Superintendent

College of Education and Allied Studies/CSSC

Superintendent/Designee/printed Name /Title

CALIFORNIA STATE UNIVERSITY, EAST BAY

By James Zarrillo, Associate Dean

James Zarrillo

College of Education and Allied Studies

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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:

September 10, _____, 2013.
Month/Day

"It was moved, seconded and carried that the attached contract with the Trustees of The California State University, whereby the University may assign students to the schools in the School District for practice teaching, be approved; and the Milpitas Unified School District is hereby authorized to execute the same."

Milpitas Unified School District
School District

Santa Clara
County

By Cary Watawaka
Clerk, Secretary (strike one) of the Governing Board of the School District