

**STUDENT TEACHING AGREEMENT
CALIFORNIA STATE UNIVERSITY EAST BAY
AND
PLEASANTON UNIFIED SCHOOL DISTRICT**

THIS STUDENT TEACHING AGREEMENT ("Agreement") is 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 "the University" and the above named Pleasanton Unified 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; and

NOW THEREFORE, the District and University enter into this Agreement to provide student teaching, clinical internship, and administrative internship programs through which University students enrolled in a corresponding University program ("University Students") will gain educational experience in District public schools as detailed herein. The following document(s) shall be attached to this Agreement: Insurance documentation pursuant to Section 9 ("University Insurance") of this Agreement.

1. TERM

The term of this Agreement shall be from September 1, 2016 to August 31, 2017

2. TERMINATION

This Agreement may be terminated at any time in writing by the agreement of the parties. In the alternative, this Agreement may be terminated upon thirty (30) days written notice, pursuant to Section 32 ("Notice to Parties"), by either party to this Agreement. Neither such termination shall be deemed to be a breach of this Agreement. In no event shall termination shall take effect with respect to currently participating University Students, who shall be permitted to complete their student teaching or clinical/administrative internship placements for any semester in which termination would otherwise occur, except pursuant to Section 7 ("Withdrawal from Program").

3. PURPOSE

The purpose of this Agreement is to delineate the roles and responsibilities of the parties with regard to student teaching and clinical or administrative experience for University Students in District public schools. The District shall provide student teaching and clinical or administrative experience through practice teaching or clinical experience or administrative internships in schools and classes of the District in accordance with California Commission of Teacher Credentialing Standards. University Students 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 herein. Such practice teaching or clinical

or administrative experiences shall be provided 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.

4. DEFINITIONS

- a. "Student Teaching" or "Practice Teaching" or "Administrative Internship" as used herein and elsewhere in this Agreement means active participation in the duties and functions of classroom teaching or administration of the school site under the direct supervision and instruction of the relevant corresponding 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 such supervising and instructing District employees to serve as classroom teachers or administrators in the schools or classes in which the practice teaching or administrative internship is provided.
- b. "Clinical Experience" or "Counseling Internship" or "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 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 such supervising and instructing District employees to serve as counselors in the schools or classes in which the clinical experience is provided.
- c. "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:
 - i. University Students should be given ample time to participate in the school activities from the beginning to the end of the year.
 - ii. University Students should be given ample time to participate in multiple placements per elementary, middle and high school settings.
 - iii. University 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.
 - iv. University Students should be allowed to experience two full weeks (all day) of student teaching.
 - v. University Students should be given ample opportunity to work within classrooms and schools that are comprised of English Language Learners and in diverse school settings.
 - vi. University Students should be allowed to participate in school settings for a maximum of 16 weeks per semester of clinical or teaching.

5. PLACEMENT; ABSENCES

- a. Placement of a University Student to practice teaching or a counseling or administrative internship 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.
- b. Absences of a student from assigned practice teaching or counseling or administrative practica shall not be counted as absences in computing the semester units of practice teaching or counseling or administrative practica provided the student by the District.

6. AGREEMENT APPLICABLE TO UNIVERSITY STUDENTS

University shall require University Students to comply with all applicable sections of this Agreement, and shall be responsible to fully inform its University Student participants of the provisions and requirements of this Agreement.

7. WITHDRAWAL FROM PROGRAM

- a. The District may, for good cause, terminate the assignment of any University Student to the practice teaching, counseling/clinical or administrative program with the District as detailed herein, and, upon request of the District, made for good cause, University shall withdraw the assignment of any such University Student participant. "Good cause" may include but is not limited to failure to perform satisfactorily, refusal to follow District administrative policies, procedures, rules and regulations, or violation of any federal or state law. The District reserves the right to ban anyone from District facilities when the District finds, in its sole discretion, that the presence of the person poses a threat or disruption to operations.
- b. The University may, for good cause, terminate the assignment of any University Student to the practice teaching, counseling/clinical or administrative program with the District as detailed herein.

8. STATUS OF UNIVERSITY, DISTRICT, AND UNIVERSITY STUDENTS

The parties expressly understand and agree that all University Students serving as student teachers, counseling interns or administrative interns in District schools pursuant to this Agreement doing so for educational purposes only, and such University Students are not considered employees of the District for any purpose, including, but not limited to, compensation for services, welfare and pension benefits, or workers' compensation insurance. The provisions of this Section shall survive the termination or expiration of this Agreement.

9. UNIVERSITY INSURANCE

- a. Without in any way limiting UNIVERSITY's liability pursuant to the "Indemnification" section of this Agreement, UNIVERSITY shall procure and maintain during the full term of this Agreement the following insurance amounts and coverage:
 - i. Comprehensive General Liability Insurance, inclusive of sexual abuse and molestation coverage, with limits not less than not less than three million dollars (\$3,000,000) each occurrence Combined Single Limit for Bodily Injury and Property Damage.
 - ii. Commercial Automobile Liability Insurance with limits not less than \$1,000,000 (one million dollars) each occurrence Combined Single

Limit for Bodily Injury and Property Damage, including Owned, Non-Owned and Hired auto coverage, as applicable.

- iii. Workers' Compensation Insurance, with Employer's Liability limits not less than \$1,000,000 (one million dollars) each accident.
- b. **Commercial General Liability policies must provide the following:**
 - i. **Name as Additional Insured the Pleasanton Unified School District, its Board, officers and employees.**
 - ii. That such policies are primary insurance to any other insurance available to the Additional Insured, with respect to any claims arising out of this Agreement and that such policies apply separately to each insured against whom claim is made or suit is brought.
- c. All policies shall provide thirty (30) days advance written notice to the District of cancellation, non-renewal or reduction in coverage to the following office:

Pleasanton Unified School District
Human Resources, Certificated Office
Attn: Mary Ellen Cote, Administrative Assistant
4665 Bernal Avenue, Pleasanton, CA 94566
- d. If any policies are written on a claims-made form, UNIVERSITY agrees to maintain such coverage continuously throughout the term of this Agreement and, without lapse, for a period of three years beyond the expiration of this Agreement, such that should occurrences during the Agreement term give rise to claims made after expiration of the Agreement, such claims shall be covered.
- e. Should any of the required insurance be provided under a form of coverage that includes a general annual aggregate limit or provides that claims investigation or legal defense costs are included in such general annual aggregate limit, such annual aggregate limit shall be double the occurrence or claims limits specified above.
- f. Should any required insurance lapse during the term of this Agreement, requests for payments originating after such lapse shall not be processed until the District receives satisfactory evidence of reinstated coverage as required by this Agreement, effective as of the lapse date. If insurance is not reinstated, the District may, at its sole option, terminate this Agreement effective on the date of such lapse of insurance.
- g. Before commencing any operations under this Agreement, UNIVERSITY must provide the District with the certificates of insurance, and additional insured policy endorsements and with insurers satisfactory to the District, evidencing all coverage set forth above, and shall furnish complete copies of policies promptly upon the District's request.
- h. Nothing in this Section shall prevent UNIVERSITY from providing proof of self-insurance in satisfaction of this Section.
- i. Approval of the insurance by a party hereto shall not relieve or decrease the liability of the other party hereunder.

10. DISTRICT INSURANCE

District shall procure and maintain in force during the term of this Agreement, at its sole cost and expense, insurance in amounts that are reasonably necessary to protect it against liability arising from any and all negligent acts or incidents caused by its employees. Coverage under commercial general liability insurance shall be not less than one million dollars (\$1,000,000) for each occurrence and three million dollars (\$3,000,000) in the aggregate. Such coverage is to be

obtained from a carrier rated A or better by AM Best or a qualified program of self-insurance. District shall also maintain and provide evidence of workers' compensation and disability coverage for its employees as required by law. Upon request District shall provide University with evidence of the insurance coverage required by this paragraph. District shall promptly notify University of any cancellation, reduction, or other material change in the amount of scope of any coverage required hereunder.

11. INDEMNIFICATION

- a. The University shall indemnify and hold harmless the District, its Board, officers, employees and agents against all claims, damages, injury, losses, expenses (including reasonable attorney's fees), claims thereof for injury to or death of a person, including but not limited to employees or students of University, or loss of or damage to property, and liabilities (referred to collectively as "Claims") of any type whatsoever to all persons, corporations, and partnerships or other entities, but only in proportion to and to the extent such Claims are caused by or result from the negligent or intentional acts or omissions of University, its officers, employees, agents and/or University Students, as determined by a court of competent jurisdiction. The District shall provide the University with prompt notice of any Claim for which indemnifications shall be sought hereunder and shall cooperate in all reasonable respects with the University in connection with any such Claim.
- b. District shall indemnify and hold harmless the University, its officers, employees and agents against all claims, damages, injury, losses, expenses (including reasonable attorney's fees), claims thereof for injury to or death of a person, including but not limited to employees of District, or loss of or damage to property, and liabilities (referred to collectively as "Claims") of any type whatsoever to all persons, corporations and partnerships or other entities, but only in proportion to and to the extent such Claims are caused by or result from the negligent or intentional acts or omissions of District, its officers, employees and/or agents, as determined by a court of competent jurisdiction. The University shall provide the District with prompt notice of any Claim for which indemnifications shall be sought hereunder and shall cooperate in all reasonable respects.
- c. In the event of concurrent negligence of more than one Party, its Board, officers, employees, agents and/or University Students, as determined by a court of competent jurisdiction, the liability for any and all Claims shall be apportioned under the California theory of comparative negligence as presently established or as may hereafter be modified. Nothing in this Agreement shall constitute a waiver or limitation of any rights that a Party may have under applicable law in the event of concurrent negligence of persons or entities other than the Parties.
- d. Unless there is a conflict in interest between the Parties, the Parties agree to reasonably cooperate with each other in the investigation and disposition of third-party liability Claims arising out of any services provided under this Agreement. It is the intention of the Parties to reasonably cooperate in the disposition of all such claims. Such cooperation may include joint investigation, defense and disposition of Claims of third parties arising from services performed under this Agreement. The Parties agree to promptly inform one another whenever an incident report, claim or complaint is filed or when an investigation is initiated concerning any service performed under this

Agreement. In the event of a conflict in interest, each Party may conduct its own investigation and engage its own counsel.

- e. The provisions of this Section shall survive the termination or expiration of this Agreement.

12. WORKERS COMPENSATION

All University Students participating in the student teaching or clinical or administrative internship programs pursuant to this Agreement shall be automatically covered by the University's CSU Risk Pool for Workers Compensation while those University Students are completing their University degree or credential requirements.

13. CRIMINAL BACKGROUND CHECKS; SUBSEQUENT ARREST NOTIFICATION

a. Criminal Background Checks

- i. University shall require its University Students assigned to the District pursuant to this Agreement to comply with Education Code Section 45125.1, whereby the University Student shall obtain a criminal background check and subsequent arrest notification from the California Department of Justice (CDOJ) through a Livescan electronic fingerprint scanning service or other official means of fingerprinting (for example through a Police station), the results of which shall be directed to the District. No University Student shall have contact with District pupils pursuant to this Agreement if he or she has been convicted of a serious or violent felony as described in EC 45125.1 (citing 45122.1), a sexual offense as defined by EC 44010, or a controlled substance offense as described in EC 44011. This prohibition does not apply to a University Student who has obtained a certificate of rehabilitation and pardon pursuant to California Penal Code Section 4852.01 et seq. for a serious or violent felony listed under EC 45122.1.
- ii. University will provide the District with a list of all University Students providing services pursuant to this Agreement, and, if known, specify to which sites they will be assigned.
- iii. District shall not be responsible for the costs of the criminal background checks and subsequent arrest notifications.
- iv. University shall require its University Students assigned to the District pursuant to this Agreement to submit to the District a copy of the completed CDOJ criminal background check and subsequent arrest notification form that he/she submitted to the Livescan provider or other official background check provider.

b. Subsequent Arrest Notification

- i. As noted above, in addition to a criminal background check, UNIVERSITY shall require its University Students to obtain subsequent arrest notification be sent to the District to monitor any future arrests of University Students assigned to the District.
- ii. Upon receipt of notice that a University Student has been arrested or convicted of a serious or violent felony as described in EC 45125.1 (citing 45122.1), a sexual offense as defined by EC 44010, or a controlled substance offense as described in EC 44011, the District

will prohibit such University Student from having any contact with pupils, and will immediately notify University.

- iii. University shall also require its University Students to report any subsequent arrest to University with 24-hours of such arrest. University shall promptly report any such arrest to the District.
- c. Failure to comply with this Section may result in termination of this Agreement at the District's sole discretion.

14. TUBERCULOSIS TESTING

- a. University shall ensure that all University Students whose functions under this Agreement require frequent or prolonged contact with students will complete tuberculosis testing the same as the testing that is described in California Education Code Section 49406. The examination shall consist of an approved intradermal tuberculin test, which, if positive, shall be followed by an x-ray of the lungs to show that the individual is free from active tuberculosis.
- b. District shall not be responsible for the costs of the examination.
- c. University shall certify in writing to the District that each University Student has passed a Tuberculosis test pursuant to California law; shall list each University Student's name and date of test result; and University shall keep on file at the University a physician's notice of such result for each University Student throughout the duration of the University Student's participation pursuant to this Agreement.

15. CONFIDENTIAL INFORMATION

- a. University and University Students shall comply at all times with the requirements of the Family Educational Records Privacy Act ("FERPA") and relevant state law regarding the confidentiality and handling of the District's pupil records, including but not limited to California Education Code sections 49073 and sequential. University and University Students shall only access District pupil information pursuant to prior written parental consent, legitimate educational interest in performing duties on behalf of the District under this Agreement, or other provisions of federal and state law permitting access to confidential District pupil information. University and University Students shall not re-disclose confidential District pupil information unless pursuant to federal and state law.
- b. University and University Students agree to comply with the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 ("HITECH"), and regulations promulgated thereunder by the U.S. Department of Health and Human Services and other applicable laws. University and University Students shall maintain the confidentiality of District pupils' confidential data as required by HIPAA, HIPAA regulations, HITECH and other applicable laws. Pursuant to Section 8 ("Status of University, District, and University Students") of this Agreement, University, its University Students, employees, agents, and volunteers are not employees of the District. In addition, University employees and University Students are not employees of District and do not receive any compensation from District for their participation in this Agreement. However, for the sole and exclusively limited purpose of compliance with the provisions of HIPAA by University employees and University Students in regard to the confidentiality of District

pupils' health information under HIPAA, which may be found in District pupils' educational records, and to which University employees and University Students may have access pursuant to this Agreement, University employees and University Students shall be deemed volunteers of the District and shall be considered members of District's "workforce" as that term is defined by the HIPAA regulations at 45 C.F.R. § 160.103, and such University employees and University Students shall maintain the confidentiality of District pupils' confidential data as required by HIPAA and FERPA.

- c. University and University Students shall only use District pupil data for the sole purpose of implementing this Agreement, and for no other administrative, evaluative, programmatic or other purpose.

16. WAIVER

Either Party's failure at any time to enforce any default or right reserved to it, or to require performance of any of the Agreement's terms, covenants, or provisions by the other Party at the time designated, shall not be a waiver of any such default or right to which the Party is entitled, nor shall it in any way affect the right of the Party to enforce such provisions thereafter.

17. EMERGENCY HEALTH CARE/FIRST AID

District shall, on any day when a University Student is receiving training at its facilities, arrange for University Student necessary emergency health care or first aid for accidents occurring in its facilities. Except as provided in this paragraph, District shall have no obligation to furnish medical or surgical care to any University Student.

18. MODIFICATION OF AGREEMENT

This Agreement contains the entire agreement between the Parties and supersedes all other oral or written provisions. This agreement may be amended or modified at any time by mutual prior written consent of both parties, executed and approved in the same manner as this agreement.

19. USE OF NAME; MARKETING

Neither Party will use the name or logo of the other Party, or of its employees, officers or agents, in any advertisement, press release, other publicity, report or other publication in any form or media without the prior written approval of the other Party.

20. DISPUTE RESOLUTION

District and University agree to exercise their best efforts, and to negotiate in good faith, to amicably resolve any dispute that may arise concerning the performance by either Party of their obligations under this Agreement. If District's and University's designated contact persons cannot resolve disputes through such negotiations, then the Parties will escalate the dispute to their respective executives who shall have authority to settle the controversy and who are at a higher level of management than the designated contact persons.

21. SUBCONTRACTING

University is prohibited from subcontracting this Agreement or any services provided pursuant to this Agreement without the prior written consent of the District.

22. ASSIGNMENT

It is understood and agreed that the services to be performed by the University are personal in character and neither this Agreement, nor any duties or obligations hereunder, shall be assigned or delegated by the University without the prior written consent of the District.

23. NON DISCRIMINATION

Each party agrees that it shall not discriminate on the basis of sex, race, religious creed, national origin, age, marital status, sexual orientation, gender, AIDS/ARC/HIV status, or disability, in its performance under this Agreement.

24. COMPLIANCE WITH AMERICANS WITH DISABILITIES ACT

The parties acknowledge that, pursuant to the Americans Disabilities Act (ADA), programs, services and other activities provided by a public entity to the public, whether directly or through a contractor or subcontractor, must be accessible to the disabled public. The parties shall provide the services specified in this Agreement in a manner that complies with the ADA and any and all other applicable federal, state and local disability rights legislation. The parties agree not to discriminate against disabled persons in the provision of services, benefits or activities provided under this Agreement.

25. COMPLIANCE WITH LAWS

Each party shall keep itself fully informed of the applicable state and federal law affecting the performance of this Agreement, and shall at all times comply with such laws as they may be amended from time to time.

26. MANDATED REPORTING OF SUSPECTED CHILD ABUSE OR NEGLECT

A University Student providing services at a school site and working with students pursuant to this Agreement is a mandated reporter of suspected child abuse or neglect under California Penal Code section 11165.7, and University Student will submit reports of suspected child abuse or neglect to Child Protective Services (CPS) as required by law. (Cal. Penal Code section 11165.7, e.g. subsections (a) (7) and (a) (8); Sections 11164 and sequential.) Such University Student is requested, but is not required, to notify the District school site administrator when a CPS report has been filed.

27. GOVERNING LAW; VENUE

This Agreement shall be governed by the laws of the State of California. The venue for any litigation relative to this Agreement shall be Pleasanton, California.

28. WAIVER

Either party's failure at any time to enforce any default or right reserved to it, or to require performance of any of the Agreement's terms, covenants, or provisions by the other party at the time designated, shall not be a waiver of any such default or right to which the party is entitled, nor shall it in any way affect the right of the party to enforce such provisions thereafter.

29. SECTION HEADINGS

The section headings contained herein are for convenience in reference and are not intended to define the scope of any provision of this Agreement.

- 30. EXECUTION OF THE AGREEMENT, EXECUTION IN COUNTERPARTS**
- a. Original copies of this Agreement shall be executed by the respective Party's authorized signatory(ies).
 - b. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original agreement, but all of which shall be considered one instrument and shall become a binding agreement when one or more counterparts have been signed by each of the Parties and delivered to the other, provided that any other conditions herein regarding the effectiveness of this Agreement have been met.
- 31. SEVERABILITY**
- If any term or provision of this Agreement shall be found illegal or unenforceable, this Agreement shall remain in full force and effect and such term or provision shall be deemed stricken.

(Continued on the next page.)

32. NOTICE TO THE PARTIES

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

Notice to the District:

SITE/DEPARTMENT	Human Resources Dept.
HEAD OF SITE/ DEPARTMENT	Dianne Howell, Interim Asst. Superintendent , HR
CONTACT PERSON	Mary Ellen Cote
STREET ADDRESS	4665 Bernal Avenue
CITY, STATE, ZIP	Pleasanton, CA 94566
TELEPHONE/FAX	925-426-4346
EMAIL ADDRESS	mcote@pleasantonusd.net

Notice to the University:

SITE/DEPARTMENT	California State University, East Bay
HEAD OF SITE/ DEPARTMENT	James Zarillo, Dean, College of Education & Allied Studies
CONTACT PERSON	Sarah Arnett
STREET ADDRESS	25800 Carlos Bee Blvd, AE 235
CITY, STATE, ZIP	Hayward, CA 94542
TELEPHONE/FAX	510-885-2272
EMAIL ADDRESS	Sarah.arnett@csueastbay.edu

(Continued on the next page.)

33. **SIGNATURES OF THE PARTIES**
IN WITNESS WHEREOF, the undersigned hereby execute this Agreement.

<p>For CALIFORNIA STATE UNIVERSITY, EAST BAY</p> <p>APPROVED:</p> <p><i>Carolyn Nelson</i> <u>8-17-16</u> DATE</p> <p>James Zarillo, <i>Carolyn Nelson</i> Dean, CEAS</p>	<p>For PLEASANTON UNIFIED SCHOOL DISTRICT</p> <p>APPROVED:</p> <p><i>Dianne Howell</i> <u>8/10/16</u> DATE</p> <p>John Dianne Howell Asst. Superintendent – Human Resources</p> <p>CERTIFICATION: School District Board Approval:</p> <p>Date: _____</p> <p>County of _____</p> <p>Name of Governing Board Approval: _____</p> <p>Signature _____</p> <p>Print Name and Title: _____</p>
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