

# California State Polytechnic University, Pomona

## STUDENT TEACHING AGREEMENT

This **AGREEMENT** entered into on **May 1, 2019** by and between the State of California through the Board of Trustees of the California State University (CSU), on behalf of California State Polytechnic University, Pomona, hereinafter called **State** or **State University**, and **School District** as noted below, hereinafter called the **District**, and collectively referred to as **party** or **parties**:

### WITNESSETH

**WHEREAS**, under the California Education Code, the governing board of any **District** is authorized to enter into agreements with a **State University** accredited by the State Board of Education as a teacher-education institution, to provide educational fieldwork experiences through practice teaching for the students enrolled in teacher training curricula of the **State University**; and

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

**WHEREAS**, Student Teaching includes the following programs: Education Specialists and Admin Services Credentials, Multiple Subject Credentials, Single Subject Credential, Practicum, Early Childhood, Novice, Special Education, Clinical Practice and Internships; and

**WHEREAS**, any such agreement may provide for the payment for the services rendered by the **District** of an amount not to exceed the actual cost to the **District** of the service rendered; and

**WHEREAS**, it has been determined between the **parties** hereto that the payments to be made to the **District** under this agreement do not exceed the actual cost to the **District** of the services rendered by the **District**; and

**WHEREAS**, the honorarium or payment provided herein is intended to be transmitted promptly by the **District** to the supervising teacher as compensation for and recognition of services performed for the student teacher in the supervisory teacher's charge.

**NOW, THEREFORE**, it is mutually agreed between the **State** and the **District** as follows.

### SPECIAL PROVISIONS

The **State University** and the **District** are as follows:

#### STATE UNIVERSITY

**California State Polytechnic University, Pomona**  
3801 West Temple Avenue  
Pomona, CA 91768

And

#### SCHOOL DISTRICT

**San Marino Unified School District**  
1665 West Drive  
San Marino, CA 91108

The **TERM** of the Agreement shall be for approximately *one (1) fiscal year*, beginning **May 1, 2019** through **June 30, 2020**. This agreement is valid and enforceable only if funds are made available for 2019/2020 fiscal year's Budget Act for the purpose of this program.

The **SERVICES** to be provided by **District** to **University** shall not exceed sixteen (16) weeks of practice teaching.

The **STATE** shall pay **DISTRICT** for such services provided, quarterly at the rate of **\$350.00** per student.

## GENERAL TERMS

1. The **District** shall provide to **State University** student teacher candidates field 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 **State** through their duty-authorized representatives may agree upon.

The **District** may at its sole discretion, refuse to accept for practice teaching any student teacher candidate of the **State University** assigned to practice teaching in the **District**. Upon request of the **District**, at its sole discretion, the **State** shall terminate the assignment of any student teacher candidate of the **State 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 credentials issued by the State Board of Education, California Commission on Teacher Credentialing, other than emergency or provisional credentials, authorizing them to serve as classroom teachers in the schools or classes in which the practice teaching is provided.

2. The **State** will pay the **District** for the performance by the **District** of all services required to be performed under this agreement at the amount set forth in Special Provisions.

Each semester of practice teaching for elementary and secondary schools shall be a full-time practice teaching experience or its equivalent. Student teaching shall normally provide for a full day’s experience or its equivalent to five days per week. Any deviation from this definition of assignment must be consistent with **State University** policy and can be made only with the approval of the **State University**.

3. An assignment of a student teacher candidate of the **State University** to practice teaching in schools or classes of the **District** shall for approximately eleven (11) weeks, but a student teacher candidate may be given more than one assignment by the **State University** to practice teaching in such schools or classes.

The assignment of a student teacher candidate of the **State University** to practice teaching in the **District** shall be deemed to be effective for purposes of this agreement as of the date the student teacher candidate presents to the proper authorities of the **District** the placement letter or other document given the student teacher candidate by the **State University** effecting such assignment, but not earlier than the date of such assignment as shown on such letter or other document.

In the event the assignment of a student teacher candidate of the **State University** to practice teaching is terminated by the **State University** for any reason, the **District** shall receive payment on account of such student teacher candidate except that if such assignment is terminated before the end of the second week of the term of the assignment, the **District** shall receive half of the payment for said assignment.

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

4. Within a reasonable time following the close of each semester session of the **State University**, the **State** shall provide payment directly to the **District**, at the rate provided herein, for all units of practice teaching provided by the **District** under and in accordance with this agreement during said semester.

The **State** will pay the amount due each semester from monies made available for such purpose by or pursuant to the laws of the **State**.

***Student inquires:***      **CEIS-Office of Clinical Practice**  
California State Polytechnic University, Pomona  
3801 West Temple Avenue  
Pomona, CA 91768  
909-869-4300 **telephone**

***Contract inquires:***    **Procurement and Support Services**  
909-869-3383 **telephone**

5. Notwithstanding any other provisions of this agreement, the **University** shall not be obligated by this agreement to pay the **District** any amount in excess of the services rendered.

## **INSURANCE**

1. The **University** and **District** shall secure and maintain at all times during the term, at their respective sole expense, professional general liability insurance covering themselves and their respective employees.
  - Such coverage provided by the **University** and **District** may be afforded via commercial insurance, self-insurance, a captive, or some combination thereof at limits of at least \$1,000,000 per occurrence. Such insurance shall not be cancelable except upon 30 days prior written notice to the other party. Such coverage shall be primary and non-contributory. Upon either party's request, the other party shall provide a certificate of insurance evidencing such coverage.
  - Comprehensive or Commercial Form General Liability Insurance (contractual liability included) with limits as follows:
    - 1) Each Occurrence                      \$1,000,000
    - 2) General Aggregate                      \$3,000,000
  - The **University** and **District** shall each secure and maintain at all times during the term of their contract, at their respective sole expense, workers' compensation and employers' liability insurance covering their respective employees. **University** CSURMA provides Workers' Compensation coverage for all registered CSU students who are pursuing a professional credential in Education (including teaching) while participating in this program. Such coverage provided by either the **University** and/or **District** may be afforded via commercial insurance or self-insurance.



- Business Liability Insurance for owned, scheduled, non-owned or hired automobiles with a combined single limits no less than One Million Dollars (\$1,000,000) per occurrence.

The **University** and **District** shall further provide for thirty-day (30) advance written notice of any modification, change or cancellation of any of the above insurance coverage's.

2. The **University** shall self-insure its activities in connection with this Agreement by maintaining programs of self-insurance as follows:

**THE CALIFORNIA STATE UNIVERSITY GENERAL LIABILITY, WORKERS' COMPENSATION, PROPERTY, PROFESSIONAL LIABILITY, AND AUTOMOBILE LIABILITY SELF-INSURANCE PROGRAM**

The State of California has elected to be self-insured for its general liability, workers' compensation, professional liability, motor vehicle liability, and property exposures through an annual appropriation from the General Fund. As a State agency, the California State University, Office of the Chancellor, the Trustees, and its system of campuses are included in this self-insured program.

The Office of Risk Management in the Chancellor's Office administers the general liability, workers' compensation, property, and professional liability programs. The State Office of Risk and Insurance Management administers the motor vehicle liability program.

Under this form of insurance, the State and its employees (as defined in Section 810.2 of the Government Code) are insured for any tort liability that may develop through carrying out official activities, including state official operations on non-state owned property. Should any claims arise by reason of such operations or under an official contract or license agreement, they should be referred to the California State University, Office of Risk Management, 401 Golden Shore, 5th Floor, Long Beach, CA 90802-4210.

**GOVERNING LAW**

This Agreement will be governed by the laws of the State of California and shall in all respects be interpreted enforced and governed by California laws.

**INDEMNIFICATION**

Pursuant to the provisions of Section 895.4 of the California Government Code, the public entities may provide for contribution or indemnification by any or all of the public entities that are parties to the agreement upon any liability arising out of the performance of the agreement.


## FINGERPRINTING/BACKGROUND CHECKS

In accordance with California Education Code Section 44320 (d), each credential candidate prior to assignment to **District** must obtain at their sole expense a "Certificate of Clearance," which includes a complete Live Scan Service. The **State University** will ensure that student's receive a Certificate prior to beginning their assignment in the **District**.

## TUBERCULOSIS

In accordance with California Education Code Section 49406, each credential candidate prior to assignment to **District** must obtain at their sole expense an examination within the **District** timeframe to determine that he or she is free of active tuberculosis, by a licensed physician or surgeon prior to beginning their assignment in the **District**.

*IN WITNESS WHEREOF*, this agreement has been executed by the **parties** hereto, effective the date above written.

State of California		School District	
Trustees of the California State University			
California State Polytechnic University, Pomona		San Marino Unified School District	
			
Signature		Signature	
Debra Garr			
Print Name		Print Name	
Contract Analyst			
Procurement & Support Services			
Title		Title	