

Student Teaching Agreement-Credential Programs

This Agreement (the “AGREEMENT”) entered into between the Trustees of the California State University at Channel Islands hereafter referred to as “UNIVERSITY,” and the [insert Local Educational Agency name] hereinafter referred to as “AGENCY.” UNIVERSITY and AGENCY may be referred to herein individually as a “Party” and collectively as the “Parties.”

RECITALS

WHEREAS, AGENCY and UNIVERSITY desire to enter into an agreement for AGENCY to provide teaching experience through practice teaching to students enrolled in teacher training curricula of the UNIVERSITY; and

WHEREAS, it is of the mutual benefit of the Parties that students of UNIVERSITY’s teaching program use the facilities of the AGENCY for their teaching experiences; and

WHEREAS, it is essential for the students in the program at the UNIVERSITY to acquire such teaching experience during their learning process; and

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

WHEREAS, it is beneficial to AGENCY to contribute to the education of the future supply of teaching graduates.

WHEREAS, “Practice Teaching” as used in this Agreement means active participation in the duties and functions of classroom teaching under the direct supervision and instruction of employees of AGENCY, in the schools or classroom in which the practice teaching is provided; and

WHEREAS, “Student Teacher,” as used in this Agreement means a student enrolled in teacher training curricula of the UNIVERSITY and engaged in Practice Teaching under the supervision of the AGENCY.

NOW, THEREFORE, it is mutually agreed between the UNIVERSITY and AGENCY as follows:

1. **Term:** The term of this Agreement shall commence on [insert date] and terminate on [insert date]. The Parties may agree to annual extensions after expiration of the initial term.
2. **Termination.**
 - a. This Agreement may be terminated or amended in writing at any time by mutual written consent of the Parties and may be terminated by either Party for any reason by

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giving 90 days advance written notice to the other Party; provided, however, that credential candidates shall be allowed to conclude any ongoing assignments.

- b. AGENCY may refuse to accept for Practice Teaching any student of the UNIVERSITY assigned to Practice Teaching in AGENCY, in the event the student fails to meet the necessary qualifications. and upon request of AGENCY, the UNIVERSITY shall terminate the assignment of any student of the UNIVERSITY to Practice Teaching in the AGENCY.

3. Responsibilities

- a. AGENCY Responsibilities

Agency responsibilities are described in Exhibit A, which is attached and incorporated into this Agreement by reference.

- b. UNIVERSITY Responsibilities

UNIVERSITY responsibilities are described in Exhibit B, which is attached and incorporated into this Agreement by reference.

- c. STUDENT TEACHER Responsibilities

Student Teacher responsibilities are described in Exhibit C, which is attached and incorporated into this Agreement by reference.

4. Nature of Relationship.

- a. Nothing contained in this Agreement shall be deemed or construed to create a joint venture, partnership, principal-agent or employment relationship between the Parties and neither Party shall have the authority to bind the other Party for any purpose.
- b. The Parties expressly understand and agree that all UNIVERSITY students serving as Student Teachers in AGENCY schools pursuant to this Agreement are doing so for educational purposes only, and Student Teachers are not considered employees of the AGENCY for any purpose and are not eligible for any benefits including, but not limited to, Unemployment Insurance, Health Insurance, Pension Plans, or any other benefits normally offered or conveyed to AGENCY employees. The Practice Teaching is for the benefit of the student, and students do not displace regular AGENCY employees.
- c. Student Teachers are not employees of the UNIVERSITY for any purpose, including, but not limited to, Unemployment Insurance, Health Insurance, Pension Plans, or any other benefits normally offered or conveyed to UNIVERSITY employees.

- 5. **Force Majeure.** The Parties to this Agreement shall be excused from performance of this Agreement during the time and to the extent they are prevented from obtaining, delivering, or performing due to act(s) of God or other events beyond the reasonable control of the applicable Party. Such events include, but are not limited to, natural disasters, power outages, acts of terrorism, acts of war, civil unrest or riots, labor disputes, government orders, epidemics, pandemics quarantines, or equipment failure. Satisfactory evidence to the other party is required, provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of the Party not performing.

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6. **Notice.** Any Notices required by this Agreement will be deemed to have been duly given if communicated to the following individuals:

UNIVERSITY:	AGENCY:
Elizabeth Orozco Reilly	
Dean, School of Education	
805-437-8872	
Elizabeth.Reilly@csuci.edu	

7. **Compliance with Laws.** UNIVERSITY and AGENCY agree that shall obey all local, state, and federal laws and regulations in the performance of this Agreement, including, but not limited to minimum wages laws and/or prohibitions against discrimination and/or harassment.

8. **Non-Discrimination and Equal Employment Opportunity**

During the performance of this Agreement, the Parties shall not unlawfully discriminate, harass or allow harassment, against any employee or applicant for employment because of sex, sexual orientation, race, color, ancestry, religious creed, national origin, disability (including HIV and AIDS), medical condition, age, marital status, and denial of family care leave. The Parties shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.

9. **Fingerprinting.** As a condition of admission to the Student Teacher Program, Student Teacher must have furnished to California Commission on Teacher Credentialing a full set of fingerprints for purposes of conducting a criminal history record check and obtaining their Certificate of Clearance from the Commission.

10. **Tuberculosis.** As a condition of admission to the Student Teacher Program, Student Teacher must have submitted to UNIVERSITY evidence that they have been examined and are free of infectious tuberculosis. Additional submission to AGENCY of a tuberculosis risk assessment or proof the Student Teacher has been examined to determine that he or she is free of infectious tuberculosis is not required as a condition of this Agreement.

11. **COVID-19 or Other Declared Pandemic.**

- a. The Parties agree to comply with and observe the provisions of the California Division of Occupational Safety and Health (DOSH or Cal/OSHA), including but not limited to, California Code of Regulations Title 8, section 3205, COVID-19 Prevention, and/or section 5199, Aerosol Transmissible Diseases, when covered by that section, and all other applicable laws, rules, regulations, and public health orders and guidance as prescribed by the California Department of Public Health (“CDPH”), Ventura County Public Health Department, Governor, State Public Health Officer or other state and local agencies related to schools, including school COVID-19 safety plans adopted by the AGENCY, so long as such Orders and Guidance and Plans remain in effect.

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- b. The Parties are aware of and informed about the hazards currently known to be associated with the novel coronavirus referred to as “COVID-19”. The Parties are familiar with and informed about the CDPH current orders or guidelines regarding COVID-19 as well as applicable federal, state and local governmental directives regarding COVID-19. Each Party, to the best of its knowledge and belief, is in compliance with those current CDPH orders or guidelines and applicable governmental directives. If the current CDPH orders or guidelines or applicable government directives are modified, changed or updated, each Party will take steps to comply with the modified, changed or updated guidelines or directives. If at any time a Party becomes aware that it is not in compliance with CDPH orders or guidelines or an applicable governmental directive, it will notify the other Party of that fact.
- c. The provisions of this section apply to CDPH orders or guidelines and applicable governmental directives, so long as such orders, guidelines or applicable governmental directives remain in effect.
- d. The provisions of this section apply to any Cal/OSHA regulations and CDPH orders or guidelines and applicable governmental directives for any future pandemic declared within the term of this Agreement.

12. Indemnification

- a. UNIVERSITY shall defend, indemnify and hold AGENCY and its governing board, officials, administrators, managers, employees and agents, harmless from and against any and all liability, loss, expense, reasonable attorneys' fees, or claims for injury or damages arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of UNIVERSITY, its officials, agents, employees or student teachers.
- b. AGENCY shall defend, indemnify and hold UNIVERSITY, the State of California, Board of Trustees of the California State University, California State University and their respective officers, agents and employees, harmless from and against any and all liability, loss, expense, reasonable attorneys' fees, or claims for injury or damage arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of AGENCY, its officials, agents, or employees.
- c. This Section 12, Indemnification, shall survive the expiration or termination of this Agreement, for any reason whatsoever, and binds each Party's legal representatives, successors, and assigns.

13. Insurance

- a. It is understood and agreed that the UNIVERSITY and AGENCY will maintain insurance or self-insurance to fund its liabilities under or arising from the Agreement.
- b. **AGENCY Insurance**

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- 1) AGENCY, at its own cost and expense, shall procure and maintain during the term of this Agreement, self-insurance or insurance for the following types of coverage:
 - a) General Liability Coverage, including Automobile Liability and Professional Liability, endorsed to include molestation and abuse coverage, with \$2,000,000 minimum limit for each occurrence and a minimum limit of \$4,000,000 General Aggregate.
 - b) Workers' Compensation Insurance, as required by California law, on all of its employees engaged in work related to the performance of this Agreement and Employers' Liability insurance coverage of \$1,000,000.
 - c) Emergency Medical Response Costs Coverage for Student Teachers with a limit of \$5,000 per person, per incident.
- 2) AGENCY shall provide UNIVERSITY with certificates evidencing all coverage referred to in this Section 13(b) within thirty (30) days of execution of this Agreement and thereafter, on an annual basis.

c. UNIVERSITY Insurance

- 1) UNIVERSITY at its own cost and expense, shall procure and maintain during the term of this Agreement, self-insurance or insurance for the following types of coverage:
 - a) General Liability Coverage, including Professional Liability, with no exclusion for molestation or abuse, with \$2,000,000 minimum limit for each occurrence and a minimum limit of \$4,000,000 General Aggregate.
 - b) Workers' Compensation Insurance, as required by California law, on all of its employees engaged in work related to the performance of this Agreement and Employers' Liability insurance coverage of \$1,000,000.
 - c) The UNIVERSITY shall take out and maintain a policy of general liability and professional liability insurance (including personal injury) with limits not less than \$1 million per loss and \$3 million aggregate for all covered parties, and not per student.
 - 2) UNIVERSITY shall provide the AGENCY with certificates evidencing all coverage referred to in this Section 13(c) within thirty (30) days of execution of this Agreement and thereafter, on an annual basis.
 - 3) The AGENCY shall be named as an additional insured or covered party on the liability coverages maintained by the UNIVERSITY set forth above, and such coverages shall be primary to any coverages maintained by the AGENCY.
- d. Claims Made Policies. If any of the required policies provide coverage on a "claims made" basis:
- 1) The retroactive date must be shown and must be before the date of the contract or the beginning of the work or service.
 - 2) Insurance must be maintained, and evidence of insurance must be provided for at least three (3) years after completion of the Student Teaching assignment.

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- 3) If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective date, the Part must purchase “extended reporting” coverage for a minimum of three (3) years after completion of the Student Teaching assignment.

~~14.~~ **Governing Law.** This Agreement shall be interpreted in accordance with the laws of the State of California.

15. Dispute Resolution.

Any dispute arising under or resulting from this Agreement that is not resolved within 60 days of time by authorized representatives of AGENCY and UNIVERSITY shall be brought to the attention of AGENCY contact listed in Section 6 and UNIVERSITY’s authorized agent (or designee) for resolution. If this informal dispute resolution process is unsuccessful, the Parties may pursue all remedies not inconsistent with this Agreement.

16. **Attorney’s Fees.** In the event of any action or proceeding to interpret or enforce the terms of this Agreement, the prevailing party, as determined by the court or mediator, shall be entitled to recover its reasonable attorney fees and costs incurred in connection with such actions or proceeding.

17. **Entire Agreement.** This Agreement represents the entire agreement between the Parties hereto with respect to the subject matter hereof and supersedes any and all other agreements and communications however characterized, written or oral, between or on behalf of the Parties hereto with respect to the subject matter hereof.

18. **Modification.** This Agreement may only be modified by a later written instrument signed by authorized representatives of each Party.

19. **Severability.** It is intended that each paragraph of this Agreement shall be treated as separate and divisible, and in the event that any paragraphs are deemed unenforceable, the remainder shall continue to be in full force and effect so long as the primary purpose of this Agreement is unaffected.

20. **Authority.** UNIVERSITY and AGENCY represents and warrants that each has the requisite power and authority to conduct its business and to execute, deliver, and perform this Agreement. Each party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and to bind each respective party.

21. **Counterpart Execution.** This Agreement may be executed in any number of counterparts which, when taken together, shall constitute one and the same instrument. Executed counterparts of this Agreement may be delivered by PDF email or electronic facsimile transmission and shall have the same legal effect as an “ink-signed” original.

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IN WITNESS WHEREOF, the parties have executed this agreement as of the date first written above.

	_____ AGENCY	_____ UNIVERSITY
By:	_____ Signature	_____ Signature
	_____ Name	_____ Name
	_____ Title	_____ Title
	_____ Street Address	_____ Street Address
	_____ City, State, Zip Code	_____ City, State, Zip Code
	_____ E-Mail Address	_____ E-Mail Address
	_____ Telephone	_____ Telephone

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CERTIFICATION

I, _____ the duly appointed and acting Clerk or Secretary of the governing Board of the AGENCY 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

Date

“It was moved, seconded, and carried that the attached agreement with the Trustees of The California State University, whereby the UNIVERSITY may assign students to AGENCY for Practice Teaching, be approved; and the

_____ is hereby authorized to execute the same.”
Authorized Agent

By: _____
Clerk or Secretary of the Governing Board
of The Local Educational Agency

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Exhibit A, Agency Responsibilities

1. AGENCY shall provide to the UNIVERSITY student teaching experience through Practice Teaching in schools and classes of AGENCY. Such Practice Teaching shall be provided in such schools or classes of AGENCY and under the direct supervision and instruction of such employees of AGENCY, as AGENCY and the UNIVERSITY, through their duly authorized representative, may agree upon.
2. AGENCY agrees to provide up to 300 hours student teaching experience per semester.
3. AGENCY will provide training in child abuse and molestation prevention.
4. The AGENCY will provide training for mandated reporters according to state law.
5. Each semester, the UNIVERSITY will provide the placement list of full-time credential student teachers. AGENCY shall confirm this placement list, and then shall submit an invoice to the UNIVERSITY Accounts Payable Department for payment, for all Practice Teaching provided by the AGENCY under and in accordance with this Agreement during said semester. It is the AGENCY's responsibility to submit the invoice to the UNIVERSITY in the same fiscal year that the service was provided. The UNIVERSITY will pay the amount of such invoice from funding made available for such purpose by or pursuant to the laws of the State. The payment provided herein is intended to be transmitted promptly by the Agency to the supervising teacher as compensation for and recognition to services performed for the Student Teacher in the supervisory teacher's charge.
 - a) AGENCY shall invoice UNIVERSITY at a rate of \$150.00 per Student Teacher, per semester for student teachers on this list.
6. AGENCY agrees to abide by and shall require AGENCY employees involved in the supervision or instruction of Student Teachers to abide by all UNIVERSITY policies to the extent such policies apply to UNIVERSITY students, staff, faculty and guests, including UNIVERSITY policies prohibiting discrimination, harassment, and retaliation of all students, employees and third parties in UNIVERSITY educational programs and activities. Such policies include, but are not limited to, the CSU Policy Prohibiting Discrimination, Harassment, Sexual Misconduct, Sexual Exploitation, Dating Violence, Domestic Violence, Stalking, and Retaliation (Nondiscrimination Policy) which is accessible here: <https://calstate.policystat.com/policy/12891658/latest/>.

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Exhibit B, UNIVERSITY Responsibilities

1. The UNIVERSITY shall inform the Student Teachers that they are not entitled to wages or employee benefits for the time spent at AGENCY in Practice Teaching.
2. The UNIVERSITY acknowledges and agrees that Student Teachers will comply with all applicable laws and regulations.
 - a. Before assigning a student to AGENCY, the UNIVERSITY will instruct such student on applicable UNIVERSITY policy and state and federal laws relating to unlawful discrimination (including harassment).
 - b. The UNIVERSITY will also instruct student on state and federal laws related to the Family Educational Rights and Privacy Act (FERPA).
3. The UNIVERSITY will not place a Student Teacher candidate who has not obtained a valid Certificate of Clearance from the California Commission on Teacher Credentialing.
4. The UNIVERSITY will not place a Student Teacher candidate who has not provided evidence of a negative tuberculosis screening test.

CSU POLICIES, RULES AND REGULATIONS-DISCRIMINATION AND HARRASMENT

As established under California State University Policy Prohibiting Discrimination, Harassment, Sexual Misconduct, Sexual Exploitation, Dating Violence, Domestic Violence, Stalking, and Retaliation (Nondiscrimination Policy), it is CSU policy to provide equal opportunity for all persons regardless of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, and military and veteran status in its programs and activities. UNIVERSITY provides equal accommodations, advantages, facilities, privileges and services for all members of the campus community, as well as third parties, in its programs and activities.

UNIVERSITY shall respond promptly and effectively to all reports of discrimination, harassment, and retaliation, and will take appropriate action to prevent, correct, cease, and when necessary, discipline behavior that violates this policy. Reports of possible discrimination, harassment or retaliation from the AGENCY will result in the immediate termination of the student teaching placement and immediate departure of the STUDENT from the AGENCY premises, regardless of the status of the UNIVERSITY's investigation.

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Exhibit C, Student Teacher Responsibilities

1. Comply with all applicable policies, terms and provisions of Student Teaching as outlined in the Fieldwork Handbook for CSUCI's credential program while serving as a Student Teacher.
2. Comply with the AGENCY's and UNIVERSITY's policies and procedures, and applicable state and federal laws and regulations while serving as a Student Teacher.
3. Provide services to AGENCY students only under the direct supervision of AGENCY staff.
4. Student Teachers must maintain the confidentiality of student information. At times, Student Teachers will have access to, or have the right to receive AGENCY student records solely for academic purposes, or for the purposes of providing services to students. If the information is received in order to fulfill credential program requirements and assignments, such records shall be de-identified, with no personally identifiable information about the student. This confidentiality is strictly required at all times, unless discussing with AGENCY staff for the purposes of providing services to students.