



TEACHER EDUCATION PROGRAM
STUDENT TEACHER PLACEMENT AGREEMENT

THIS AGREEMENT entered into this 7th day of October 2009, by and between Argosy University/San Francisco Bay Area, hereinafter called the University, and the **Mt. Diablo Unified School District**, hereinafter called the District:

WITNESSETH

WHEREAS, pursuant to the provisions of Section 1065 of the Education Code, the governing board of any school district is authorized to enter into agreements with a state college, 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 experience through student teaching to students enrolled in a teacher training curricula of such institutions; and

WHEREAS, any such agreement may provide for the payment in money or in services for the services rendered by the school district of an amount not to exceed actual cost to the school district of the services 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;

NOW THEREFORE, it is mutually agreed between the parties hereto as follows:

I.

The district shall provide teaching experience through student teaching in schools and classes of the District in terms of a defined unit of time for students assigned by the University to student teaching in 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.

The District may, for good cause, refuse to accept for student teaching any student of the University assigned to student 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 student teach in the District.

“Student 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 diplomas or credentials issued by the State, other than emergency or provisional credentials, authorizing them to serve as classroom teachers in the schools or classes in which the student teaching is provided.

II.

The University will pay the District for the performance by the District of all services required to be performed by the District under this agreement at the rate of twenty-five dollars (\$25.00) per semester unit of student teaching provided by the District pursuant to this agreement.

“Semester unit of student teaching” as used herein and elsewhere in this agreement shall mean the specified period of time assigned in the District to qualify for

the student teaching requirement by the District. It is understood that in each instance a semester unit must fall within the semester or school year calendar adopted by the District.

The number of semester units of student teaching to be provided for each student of the University assigned to student teaching under this agreement shall be determined by the University.

III.

An assignment of a student of the University to the student teaching in schools or classes of the District shall be for approximately fifteen (15) weeks. The assignment of a student of the University to student teaching in the District shall be deemed to be effective for the purposes of this agreement as of the date mutually agreed upon by the duly authorized representatives of the college and the District. The student entering a student teaching assignment will have a letter verifying approval by the University.

In the event the assignment of a student of the University to student teaching is terminated by the University for any reason, the District shall receive payment on account of such student as though there had been no termination of the assignment, except that if such assignment is terminated before the end of the eighth week of the term of the assignment, the District shall receive payment for an assignment for eight (8) weeks only.

IV.

Within a reasonable time following the close of each term of the University, the District shall submit an invoice, in triplicate, to the University for payment, at the rate provided herein, for all terms of student teaching provided by the District under and in accordance with this agreement during said term. The District shall attach to the invoice

a certificate, in triplicate, executed by a duly authorized representative of the District certifying that the District expended or became obligated to expend in providing such student teaching an amount no less than the amount of the invoice. The University will pay the amount of such invoice from monies made available to such purpose by or pursuant to the laws of the State.

V.

The terms of this agreement shall commence on the 7th day of October 2009, and shall continue from year to year subject to Section VI of this agreement.

VI.

The University shall indemnify and save harmless the school from any and all claims, losses, liabilities, costs and expenses, including costs of defense and attorney fees, arising in whole or in part, out of any negligent, grossly negligent or reckless act or commission of any instructor, employee, or agent to the University. The school shall indemnify and save harmless the University from any and all claims, losses, liabilities, costs and expenses, including costs of defense and attorney fees, arising in whole or in part, out of any negligent, grossly negligent, or reckless act or omission of any student, site supervisor, counselor, psychologist, nurse, administrator, teacher, or other agent or representative of the school.

VII.

The University shall maintain liability coverage or financial responsibility acceptable to the school, as assurance of its accountability for any such losses, claims, liabilities, or expenses. A copy of such liability coverage shall be provided by the University to the school upon request. The school shall maintain liability insurance

coverage as assurance of accountability for any such losses, claims, liabilities or expenses. A copy of such a liability insurance coverage shall be provided by the school to the University upon request.

VIII.

Notwithstanding anything herein contained to the contrary, this agreement may be terminated and the provisions of this agreement may be altered, changed, or amended by the mutual consent of parties hereto.

IX.

Notwithstanding any other provisions of this agreement, details such as maximum number of students, the defined unit of time, or the distribution of assignments of said students to training levels, shall be arranged for, by and between the University and the District; it being understood that the district shall not be obliged to accept assignments of training students beyond the ability of the District, within their established training programs, effectively provide services pursuant to this agreement; and further, that the college shall not be obliged to pay the District for services in any amount in excess of that provided for under the terms of this agreement.

IN WITNESS THEREOF, the parties hereto have caused this agreement to be executed by their duly authorized officers the day and year first herein before written.

By: APPROPRIATE DISTRICT REPRESENTATIVE(S)

By _____

By _____

By: APPROPRIATE ARGOSY UNIVERSITY/SFBA REPRESENTATIVE(S)

By _____

Dr. Susan Artis, Credential Program Coordinator

By _____

Dr. Keyes Kelly, Field Supervisor