



**Touro University California
Graduate School of Education**

1310 Club Drive
Mare Island
Vallejo, CA 94592
(707) 638-5246

**Agreement on Field Experiences in Schools:
Observation and Student Teaching
Between
Mt. Diablo Unified School District
And
Touro University California Graduate School of Education**

This Agreement is entered into by Touro University California's Graduate School of Education ("Touro") and the Mt. Diablo Unified School District ("District") for the purpose of specifying the terms under which students of the University will be placed in District schools for field experiences. The agreement covers one classification of University students: students who are classified as student teachers and are not employees of the district.

Classroom Observations

The District agrees to:

Allow students of Touro University to observe and participate, at the discretion of the teacher, in District classrooms as a requirement of coursework prior to student teaching.

Student Teaching

The District agrees to:

1. Provide Touro University students teaching experience in schools and programs operated by the District, under the direct supervision of employees of the District (Supervising Teachers). Student teaching experience requires students of the University to participate in all the duties and functions of the regular classroom teacher, including but not limited to classroom instruction and assessment, supervision of students, department and faculty meetings, and professional development activities.
2. Allow students of the University to complete the Teaching Performance Assessment (TPA) tasks during student teaching, as required by the California Commission on Teacher Credentialing.
3. Identify Supervising Teachers who hold valid credentials issued by the CCTC for the grade level/content area in which they teach and who meet the standards of good teaching as established by the District.
4. Determine, by mutual agreement with the University and in accordance with the requirements of the CCTC, the length and placement of the student teaching assignment for individual student teachers. Most student teaching assignments will be for a term of thirteen weeks (for Multiple Subjects, Single Subject, and Education Specialist candidates). Dual credential candidates typically complete one seven-week

assignment in special education and one seven-week assignment in either a multiple subject or single subject classroom.

5. Consider student teachers as students and not as employees of the district; as such, they are not covered by Workers Compensation. Student teachers shall not replace district staff or serve as substitute teachers; however, in the course of completing a student teaching assignment, student teachers may independently teach class(es).

Touro University agrees to:

1. Assess student readiness for teaching and request student teaching assignments only for those students who meet University and state requirements, including passage of CBEST, subject matter competency, Tuberculosis Risk Assessment Certificate of Clearance, and character clearance.
2. Provide supervision and monitoring of student teachers by University Supervisors.
3. Provide program information and orientation to Supervising Teachers selected by the District.
4. May provide an honorarium for Supervising Teachers.
5. Determine, by mutual agreement with the District and in accordance with the requirements of the CCTC, the length and placement of the student teaching assignment for individual student teachers.
6. Provide a forum for discussing needs of the District and identifying University responses to those needs by appointing a District representative to Touro's Graduate School of Education's Advisory Committee or communicate with the Director of Graduate School of Education or Fieldwork Coordinator.

Term of Agreement: This Agreement shall be effective immediately upon execution by the parties hereto and shall continue in effect for a term of three (3) years from the date hereof at which time it will be automatically renewed for additional periods of one year on the same terms and conditions unless 90 days written notice of termination is given by either party. This Agreement may be terminated by either party, for cause, on ninety (90) days' written notice to the other party, *provided, however*, that the non-breaching party shall have an opportunity to cure any claimed breach prior to such termination. In the event of termination, student teachers placed in the District's system shall be permitted to complete their fieldwork placements notwithstanding such termination.

No Discrimination.

The parties agree not to unlawfully discriminate against any participant in the assignment on the basis of race, color, creed, religion, sex, age, national origin, disability, sexual orientation, ability to pay, marital status, legally defined handicap or veteran status, or any other protected class. Each party shall pay its own costs associated with the student teacher or intern placement.

Indemnification:

A. Touro will indemnify, defend and hold District and its employees, officers, directors, associates, agents, and representatives harmless from and against any and all loss, damage, liability or claims (including, without limitation, reasonable costs and expense of

litigation and reasonable attorneys' fees) (collectively "Claims") arising from the negligent acts or omissions of Touro, its students, employees, agents, and representatives in connection with this Agreement, provided that the indemnities herein do not extend to Claims arising from or in any way related to the negligent acts or omissions of District, its affiliates, subsidiary or successors, now existing or hereinafter created, and each of their respective employees, officers, directors, associates, agents, and representatives.

B. District will indemnify, defend and hold Touro and its students, employees, officers, agents, and representatives harmless from and against any and all loss, damage, liability or claims (including, without limitation, reasonable costs and expense of litigation and reasonable attorneys' fees) arising from or related to the negligent acts or omissions of District and its affiliates, subsidiaries or successors, now existing or hereinafter created, and each of their respective employees, officers, directors, associates, agents, and representatives in connection with this Agreement, provided that the indemnities herein do not extend to Claims arising from or in any way related to the negligent acts or omissions of the Touro, its Students, employees, officers, agents and representatives.

C. Each party shall indemnify the other party against claims, losses, liabilities and costs and expenses (including reasonable attorneys' fees) arising out of the breach of this Agreement.

D. The parties' indemnification obligations are conditioned on the following: (a) the indemnified party must provide the indemnifying party with: (i) prompt written notice of such claim (but in any event notice in sufficient time for the indemnifying party to respond without prejudice); (ii) the exclusive right to control and direct the investigation, defense and settlement (if applicable) of such claim; except that the indemnified party may participate in such defense at its own cost; and (iii) all reasonable necessary cooperation at the indemnifying party's expense in defending the claim; and (b) the indemnifying party will not settle any indemnifiable claim without the indemnified party's prior written consent to the extent such settlement requires the indemnified party to admit any liability or pay any amount not reimbursed by the indemnifying party.

E. The indemnification obligations provided herein survive expiration or sooner termination of this Agreement.

Arbitration. Any and all disputes arising out of or relating to this Agreement shall be settled through expedited binding arbitration before a single arbitrator (who shall be an attorney knowledgeable about matters relating to this Agreement) and shall be conducted at and by the American Arbitration Association ("AAA") or its successor in accordance with its rules and procedures in the offices of District. The arbitrator shall be vested with determining all matters surrounding this Agreement. The costs of such arbitration shall be borne equally by the parties with each party bearing its own attorneys' fees and any costs associated with presenting its proof. Judgment upon the award shall be final and binding on the parties and may be entered in any court of competent jurisdiction.

Miscellaneous. If any provision of this Agreement is, for any reason, held to be invalid or unenforceable, the other provisions of this Agreement will remain enforceable and the

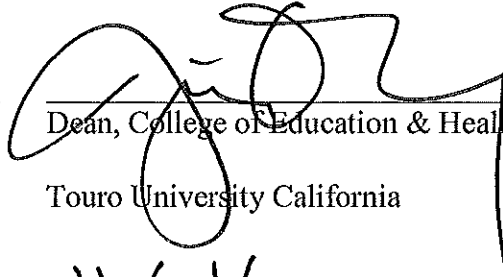
invalid or unenforceable provision will be deemed modified so that it is valid and enforceable to the maximum extent permitted by law. The failure of any party to insist in any instance upon performance of any term, covenant or condition of this Agreement shall not be construed as a waiver of future performance of any such term, covenant or condition, and the obligations of the parties with respect thereto shall continue in full force and effect. No party to this Agreement shall assign its rights or delegate its duties to any other person or entity. This Agreement constitutes the entire understanding between the parties with regard to all matters referred to herein and supersedes all previous agreements, whether written or oral.

Certification of Agreement: Certification to participate in this agreement is authorized by:

Superintendent/Designee

Mt. Diablo Unified School District

Date



Dean, College of Education & Health Sciences
Touro University California

4-6-16

Date



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
5/10/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER ECBM, LP 300 Conshohocken State Rd Suite 405 West Conshohocken PA 19428	CONTACT NAME: Paul Griffing	
	PHONE (A/C, No, Ext): (610) 668-7100	FAX (A/C, No): (610) 667-2208
E-MAIL ADDRESS:		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: United Educators Insurance		10020
INSURER B:		
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

COVERAGES CERTIFICATE NUMBER: 15-16 NM Liab REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDE INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY			CGL201500166400	9/1/2015	9/1/2016	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	X					MED EXP (Any one person) \$ 5,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY \$ 1,000,000
	<input checked="" type="checkbox"/> POLICY	<input type="checkbox"/> PRO-JECT	<input type="checkbox"/> LOC				GENERAL AGGREGATE \$ 3,000,000
	AUTOMOBILE LIABILITY						PRODUCTS - COM/OP/AGG \$ 1,000,000
	<input type="checkbox"/> ANY AUTO ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/>	<input type="checkbox"/>				BODILY INJURY (Per person) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB	<input checked="" type="checkbox"/> OCCUR		GLU201500166400	9/1/2015	9/1/2016	BODILY INJURY (Per accident) \$
	<input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE					PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATUTORY LIMITS OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y/N	N/A				E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Re: Use of rooms for the Masters Cohort Certificate holder is included as additional insured on the General Liability as required by written contract.

CERTIFICATE HOLDER Mount Diablo Unified School District 1936 Carlotta Drive Concord, CA 94519	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE J Shefsky, CPCU, ARM/