

# CALIFORNIA STATE UNIVERSITY, EAST BAY STUDENT TEACHING EXPERIENCE AGREEMENT

THIS AGREEMENT entered into by and between the State of California through the Trustees of The California State University on behalf of <u>California State University</u>, <u>East Bay</u>, hereinafter called <u>University</u>, and <u>Mt. Diablo</u> <u>Unified School District</u>, noted below, hereinafter called the District.

#### WITNESSETH

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

NOW, THEREFORE, it is mutually agreed between the University and the District as follows:

#### SPECIAL PROVISIONS

The TERM of the Agreement is for a period of five (5) fiscal years: \_\_July 1, 2012 through\_June 30, 2017

### **GENERAL TERMS**

The District shall provide to University students teaching 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 University through their duly authorized representatives may agree upon.

It is understood and agreed by the parties that all students shall be considered learners and are not covered by Workers Compensation of either party. They shall not replace District staff except as may be necessary as a part of their educational training and subject to any and all applicable laws.

The District may, for good cause, refuse to accept for practice teaching any student of the University assigned to practice 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 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 life diplomas or credentials issued by the State Board of Education, other than emergency or provision credentials, authorizing them to serve as classroom teachers in the schools or classes in which the practice teaching is provided.

A semester unit of practice teaching for elementary and secondary schools is approximately twenty (20) minutes of practice teaching daily for five (5) days a week for eighteen (18) weeks. A quarter unit of practice is two-thirds (2/3) of a semester unit. For community colleges and/or adult schools, a semester unit is approximately 20 minutes of practice teaching daily three (3) days a week for eighteen (18) weeks during regular session.

University students assigned to practice teaching in schools or classes of the District shall be, at the discretion of the University, either for approximately nine (9) weeks or for approximately eighteen (18) weeks, but a student may be given more than one assignment by the University to practice teaching in such schools or classes.

University students assigned to practice teaching in the District shall be effective for this agreement as of the date the student presents to the proper authorities of the District the assignment card or other document given the student by the University effecting such assignment, but not earlier than the date of such assignment as shown on such card or other document.

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

UNIVERSITY shall be responsible for damages caused by the negligence of its officers, employees and agents. FACILITY shall be responsible for damages caused by the negligence of its officers, employees and agents.

Execution of this contract is hereby requested. CALIFORNIA STATE UNIVERSITY, EAST BAY Mt. Diablo Unified School District Deborah A Haynes, Buyer II Ву \_\_\_ By \_\_\_\_\_ **Procurement & Support Services** Superintendent/Designee/Printed Name / Title CALIFORNIA STATE UNIVERSITY, EAST BAY Laura Learned, Contract Administrator Ву \_\_ **Procurement and Support Services** CERTIFICATION I, the duly appointed and acting clerk or Secretary of the Governing board of the School District 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: , 20\_\_\_\_\_. Month/Day "It was moved, seconded and carried that the attached contract with the Trustees of The California State University, whereby the University may assign students to the schools in the School District for practice teaching, be approved; and the \_\_\_\_\_\_ is hereby authorized to execute the same." School District County By\_ Clerk, Secretary (strike one) of the Governing Board the School District



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MW/DD/YYYY) 5/25/2012

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).

certificate holder in lieu of such endors			iuoise	ment. A sta	tement on th	is certificate aces fic	t comer i	iginia to tile	
PRODUCER Alliant Insurance Services, Inc. 100 Pine Street - 11th Floor				CONTACT NAME:					
				PHONE (A/C, No, Ext): 415-403-1400 FAX (A/C, No): 415-402-0773					
San Francisco CA 94111-5101			ADDRESS: PRODUCER						
			CUSTO	MER ID #:					
INSURED						RDING COVERAGE		NAIC#	
The California State Universit	ty (C	:SU)	INSURER A: Lloyds of London						
401 Golden Shore, 5th Floor				INSURER B:					
Long Beach CA 90802			INSURER C: INSURER D:						
				INSURER E:					
COVERAGES CERTIFICATE NUMBER: 404565760			INSURER F :						
THIS IS TO CERTIFY THAT THE POLICIES OF PERIOD INDICATED. NOTWITHSTANDING AN WHICH THIS CERTIFICATE MAY BE ISSUED O	INSURA NY REQ OR MAY	ANCE LISTED BELOW HAVE BE UIREMENT, TERM OR CONDITI PERTAIN, THE INSURANCE AF	EN ISS ON OF A	ANY CONTRAI D BY THE PO	CT OR OTHER LICIES DESCR	DOCUMENT WITH RESIBED HEREIN IS SUBJE	LICY PECT TO CT		
TO ALL THE TERMS, EXCLUSIONS AND CON			HOWN			BY PAID CLAIMS.			
	ADDL SU INSR W	BR VD POLICY NUMBER			POLICY EXP (MM/DD/YYYY)	L	MITS		
A GENERAL LIABILITY		TBD		7/1/2012	6/30/2013	EACH OCCURRENCE		00,000	
X COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$		
X CLAIMS-MADE OCCUR						MED EXP (Any one person)	\$		
						PERSONAL & ADV INJURY	\$		
						GENERAL AGGREGATE	\$3,000	0,000	
GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMPIOP AG			
X POLICY PRO-						COMPLIED OFFICE FURT	\$		
AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$		
ANY AUTO						BODILY INJURY (Per person	1) \$		
ALL OWNED AUTOS						BODILY INJURY (Per accide	ent) \$		
SCHEDULED AUTOS						PROPERTY DAMAGE	\$		
HIRED AUTOS						(Per accident)	s		
NON-OWNED AUTOS							s		
UMBRELLA LIAB OCCUR						EACH OCCURRENCE	s		
EXCESS LIAB CLAIMS-MADE						AGGREGATE	s		
DEDUCTIBLE						AGGREGATE	\$		
RETENTION \$							s		
WORKERS COMPENSATION						WC STATU- OT TORY LIMITS E	TH- R		
AND EMPLOYERS' LIABILITY  ANY PROPRIETOR/PARTNER/EXECUTIVE [ ]						E.L. EACH ACCIDENT	\$		
OFFICER/MEMBER EXCLUDED? [Mandatory in NH)	N/A					E.L. DISEASE - EA EMPLOY			
if yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIM	iT \$		
A Student Professional Liability Insurance Program (SPLIP)		ТВО		7/1/2012		\$1,000,000 \$3,000,000	Each (	Claim / Aggregate	
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLE	ES (Atta	ch ACORD 101, Additional Remarks S	Schedule	, if more space is	required)				
THIS CERTIFICATE IS PROVIDED F	ORE	VIDENCE ONLY. Gene	ral L	iability	and Prof	essional Liabil	ity co	verage is	
provided on a claims-made basi students enrolled in covered a See Attached	is in cade	cluding a 3 year ex mic courses. Cover	tende age e	xtends to	ing perio o any aff	d. Coverage ex iliate institut	tends to	to whom the	
CERTIFICATE HOLDER				CANCELLATION					
				SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED					
EVIDENCE OF COVERAGE			IN ACCORDANCE WITH THE POLICY PROVISIONS.						
				AUTHORIZED REPRESENTATIVE					
					RANT	leng			

CF	CERTIFICATE OF COVERAGE  DATE (MM/DD/YYYY) 5/25/2012								
PRODUCER THIS CERTIFICATE IS ISSUED AS A MATTER OF EVIDENCE ONLY A							5/2012 FERES NO RIGHTS		
Alliant Theorems Corviged Inc			1	UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE MEMORANDUM(S) OF COVERAGE BELOW.					
Alliant Insurance Services, Inc. 100 Pine Street, 11th Floor San Francisco CA 94111				THIS CERTIFICATE OF COVERAGE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING COVERAGE PROVIDER, AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE					
			l i	CERTIFICATE HOLDER. IMPORTANT: IF THE CERTIFICATE HOLDER IS AN ADDITIONAL COVERED PARTY, THE					
			[	MEMORANDUM OF COVERAGE MUST BE ENDORSED. A STATEMENT ON THIS CERTIFICATE DOES NOT CONFER RIGHTS TO THE CERTIFICATE HOLDER IN LIEU OF SUCH					
NAMED COVERED PARTY				ENDORSEMENT(S). IMPORTANT: IF SUBROGATION IS WAIVED, SUBJECT TO THE TERMS AND CONDITIONS OF THE					
CSU, East Bay 25800 Carlos Bee Blvd				MEMORANDUM(S) OF COVERAGE AN ENDORSEMENT MAY BE REQUIRED. A STATEMENT ON THE CERTIFICATE DOES NOT CONFER RIGHTS TO THE CERTIFICATE HOLDER IN LIEU OF SUCH ENDORSEMENT(S).					
Hayw	ard CA 94542		1	ROGRAM A	FFORDING COVERA	GE			
			7	A: CSURMA					
				B:					
			T	C:					
COVE	RAGES		<del> 1</del>						
THIS IS TO CERTIFY THAT THE COVERAGE IS AFFORDED TO THE ABOVE NAMED MEMBER, AS PROVIDED BY THE MEMORANDUM(S) OF COVERAGE, FOR THE PERIOD SHOWN BELOW, NOT WITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE COVERAGE AFFORDED BY THE PROGRAM DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS, AND CONDITIONS OF SUCH MEMORANDUM(S) OF COVERAGE. THE FOLLOWING COVERAGE IS IN EFFECT.									
JPA	TYPE OF COVERAGE	MEMORANDUM NUMBER	COVERA	GE EFFECTIVE	COVERAGE EXPIRATION	LIMITS	-		
LTR	GENERAL LIABILITY			(MM/DD/YY)	DATE (MM/DD/YY) 6/30/2013	EACH OCCURRENCE	\$ 1,000,000		
A	COMMERCIAL GENERAL LIABILITY	TBD	7/1/201	12	6/30/2013	FIRE DAMAGE (Any one fire)	\$ 1,000,000		
	CLAIMS MADE X OCCUR					MED EXPENSE (Any one person	S		
	x Contractual Liab					PERSONAL & ADV INJURY	s		
	X SIR \$500,000					GENERAL AGGREGATE	S		
	GEN'L AGGREGATE LIMIT APPLIES PER:					PRODUCTS-COMP/OP AGG	S		
	MEMOR- PROJECT LOC								
	AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT	\$		
	ANY AUTO					(Ea accident)	S		
	ALL OWNED AUTOS								
	SCHEDULED AUTOS								
	HIRED AUTOS								
A	NON-OWNED AUTOS  WORKERS' COMPENSATION AND	TBD	7/1/201	12	6/30/2013	WC OTHER	:		
	EMPLOYERS LIABILITY  ANY PROPRIETOR/PARTNER/					LIMITS			
	EXECUTIVE/OFFICER/MEMBER EXCLUDED?					E.L. EACH ACCIDENT	\$1,000,000		
	IF YES, DESCRIBED UNDER SPECIAL					E.L. DISEASE – EA EMPLOYEE	\$1,000,000		
	PROVISION BELOW					E.L. DISEASE - POLICY LIMIT	\$1,000,000		
	OTHER								
	OTHER								
	PTION OF OPERATIONS/LOCATIONS/VEHICL								
	: Workers' Compensation to Diable Unified School					d party as respe	cts the		
Mount Diablo Unified School District is named as additional covered party as respects the Agreement for Furnishing Clinical Experience and the Use of Clinical Facilities. Term of									
Agreement: 1/1/12 - 1/1/12									
CERTIFICATE HOLDER				CANCELLATION					
Mount Diablo Unified School District				SHOULD ANY OF THE ABOVE DESCRIBED MEMORANDUM(S) OF COVERAGE					
PROCUREMENT OFFICE SA 2750 25800 Carlos Bee Blvd Hayward CA 94542				BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE MEMORANDUM(S) OF COVERAGE PROVISIONS.					
				AUTHORIZE	D REPRESENTATIVE	RHAT-York			

AGENCY CUSTOMER ID:	
1.00#	



## **ADDITIONAL REMARKS SCHEDULE**

Page 1 of 1

AGENCY		NAMED INSURED
Alliant Insurance Services, Inc.		The California State University (CSU) 401 Golden Shore, 5th Floor
POLICY NUMBER		Long Beach CA 90802
CARRIER	NAIC CODE	
ADDITIONAL DEMANCE		EFFECTIVE DATE:
ADDITIONAL REMARKS		
THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACO		
FORM NUMBER: 25 FORM TITLE: CERTIFICATE	OF LIABII	ITY INSURANCE
Named Insured is obligated by written agreem there exists a written agreement between the prior to an incident giving rise to a claim	Universi	dd as Additional Insured. Coverage applies only when ty and the affiliate institution, which is executed vered loss.



**Endorsement No.:** 

TBD

Effective:

07/01/2012

Forms a part of Policy No.:

**TBD** 

Issued to:

Mount Diablo Unified School District

Issued by:

California State University Risk Management Authority

Issued on behalf of Member:

CSU, East Bay

Described Lease or Activity:

as respects the Agreement for Furnishing Clinical Experience and the Use of

Clinical Facilities. Term of Agreement: 1/1/12 - 1/1/12

This Endorsement Changes The Memorandum of Coverage. Please Read It Carefully.

## ADDITIONAL COVERED PARTY

Section VI. DEFINITIONS - The definition of Additional Covered Party is amended to include as a covered party the person or organization shown as the entity "Issued To" above, but only with respect to bodily injury and pro perty damage liability arising out of the "Described Lease or Activity" above for that covered party by or for you.

The coverage provided does not apply to any occurrence taking place:

- 1. Prior to the commencement of the Members'
- 2. operations or occupation of the premises; or
- 3. After the Members' operations have been completed or occupation of the premises has ceased.

The limits of coverage will be limited to the limits required within the terms of the written contract or the limits of liability of this Memorandum, whichever is less, and will apply in excess of the **Members' retained limit** shown in the Declarations. CSURMA will not be obligated for limits of coverage shown in the written contract that are greater than the limits of liability of this Memorandum.

Any other coverage carried by a certificate holder which may be applicable shall be deemed excess and the **Member's** coverage prim ary notwithstanding any conflicting provisions in the **Member's** memorandum of coverage to the contrary.

All other terms and conditions in the memorandum of coverage remain unchanged. CSURMA0001 (07/10)

Signed:

Date: 5/25/2012