



Agreement No. C120860

**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 California State University, East Bay, hereinafter called University, and Mt. Diablo Unified School District, 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

By _____

By _____

Procurement & Support Services

Superintendent/Designee/Printed Name / Title

CALIFORNIA STATE UNIVERSITY, EAST BAY

Laura Learned, Contract Administrator

By _____

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 of the School District

CERTIFICATE OF COVERAGE		DATE (MM/DD/YYYY)
PRODUCER Alliant Insurance Services, Inc. 100 Pine Street, 11th Floor San Francisco CA 94111		5/25/2012
NAMED COVERED PARTY CSU, East Bay 25800 Carlos Bee Blvd Hayward CA 94542		THIS CERTIFICATE IS ISSUED AS A MATTER OF EVIDENCE ONLY AND CONFERES NO RIGHTS 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. THIS CERTIFICATE OF COVERAGE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING COVERAGE PROVIDER, AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE 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 ENDORSEMENT(S). IMPORTANT: IF SUBROGATION IS WAIVED, SUBJECT TO THE TERMS AND CONDITIONS OF THE 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).
PROGRAM AFFORDING COVERAGE A: CSURMA B: C:		

COVERAGES

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 LTR	TYPE OF COVERAGE	MEMORANDUM NUMBER	COVERAGE EFFECTIVE DATE (MM/DD/YY)	COVERAGE EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liab <input checked="" type="checkbox"/> SIR \$500,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> MEMOR-ANDUM <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	TBD	7/1/2012	6/30/2013	EACH OCCURRENCE \$ 1,000,000 FIRE DAMAGE (Any one fire) \$ MED EXPENSE (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS-COMPIOP AGG \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ \$
A	WORKERS' COMPENSATION AND EMPLOYERS LIABILITY ANY PROPRIETOR/PARTNER/ EXECUTIVE/OFFICER/MEMBER EXCLUDED? IF YES, DESCRIBED UNDER SPECIAL PROVISION BELOW	TBD	7/1/2012	6/30/2013	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
	OTHER				
	OTHER				

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL/PROVISIONS

Note: Workers' Compensation Coverage is provided as evidence only.
 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 PROCUREMENT OFFICE SA 2750 25800 Carlos Bee Blvd Hayward CA 94542	SHOULD ANY OF THE ABOVE DESCRIBED MEMORANDUM(S) OF COVERAGE BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE MEMORANDUM(S) OF COVERAGE PROVISIONS. AUTHORIZED REPRESENTATIVE <i>River-Jung</i>

AGENCY CUSTOMER ID: _____

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

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AGENCY Alliant Insurance Services, Inc.		NAMED INSURED The California State University (CSU) 401 Golden Shore, 5th Floor Long Beach CA 90802	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE**

Named Insured is obligated by written agreement to add as Additional Insured. Coverage applies only when there exists a written agreement between the University and the affiliate institution, which is executed prior to an incident giving rise to a claim for a covered 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 property 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 primary 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

A Public Entity Joint Powers Authority