

CAL POLY SCHOOL *of* EDUCATION

Field Experience and Student Teaching Agreement



THIS AGREEMENT entered into by and between the State of California through the Trustees of The California State University on behalf of the State University, noted below, all of which are hereinafter called State University, and the School or School District, noted below, hereinafter called the School District:

WITNESSETH

WHEREAS, The School District is authorized to enter into agreements with the State University, to provide Field Experience and Student Teaching assignments to students enrolled in teacher and other educator preparation curricula of the State University; and

WHEREAS, any such agreement provides benefits to both parties in terms of the preparation of new, qualified teachers and other educators for California schools; and

WHEREAS, any such agreement will not provide for any payment for services rendered by the School District; and

WHEREAS, it has been determined between the parties hereto that State University will provide general liability insurance coverage on Teaching Candidates as outlined below;

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

SPECIAL PROVISIONS

The State University and the School District are as follows:

CALIFORNIA POLYTECHNIC STATE UNIVERSITY, SAN LUIS OBISPO

and

**Hilmar Unified School District
County of Merced**

The TERM of Agreement is from June 1, 2018 to June 30, 2020.

GENERAL TERMS

The District shall provide to State University students, Field Experiences and Student Teaching assignments in schools and classes of the District as set forth below. Such assignments shall be in schools or classes of the District, and under the direct supervision and instruction of employees of the District, as agreed upon by the District and the State University.

The matching of a Teacher Candidate to appropriate Field Experiences and Student Teaching assignments must be a collaborative process between the school district and the SOE program.

The District may, for good cause, refuse to accept for Field Experience or Student Teaching any student of the State University assigned in the District. Upon request of the District, the State University, with good cause, shall terminate the assignment of any student of the State University placed in the District. Good cause, as used herein, shall be determined by the District in its sole discretion, after conferring with the State University. Nothing in this Agreement shall be regarded as creating employment or employment rights for the involved students.

"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 qualified teaching personnel at the assigned school site.

"Field Assignments" as used herein and elsewhere in this agreement means observation and occasional participation in the duties and functions of classroom teaching, including special education; guidance counseling; administration; reading and literacy; and other curriculum and instruction under the direct supervision and instructions of employees of the District.

2. Patterns of Field Assignments and Student Teaching are outlined below:

Multiple Subject:

- **Clinical Experience I (4 units):**
The 4 unit assignment consists of two full days per week for 10-11 weeks (or equivalent, subject to change depending on needs of the program or district).
- **Clinical Experience II (8 units):**
The 8 unit assignment consists of three full days per week for 10-11 weeks (or equivalent, subject to change depending on needs of the program or district).
- **Clinical Experience III (12 units):**
The 12 unit assignment consists of a five-day, full-day, field assignment for 10-11 weeks.

Single Subject:

- **Clinical Experience I – Early Start/Practicum (4 units):**
The 4 unit assignment consists of approximately 15-20 hours per week, or equivalent, subject to change depending on needs of the program or district. Early Start begins when instruction commences at the school site and is typically 5 half days (3 hours) plus 5 additional hours to be determined by the CT and TC. Practicum begins when instruction commences at Cal Poly and is typically two full days per week.
- **Clinical Experience II (8 units):**
The 8 unit assignment consists of five half days per week for 10-11 weeks (or equivalent, subject to change depending on needs of the program or district).
- **Clinical Experience III (12 units):**
The 12 unit assignment consists of a five-day, full-day, field assignment for 10-11 weeks.

Special Education:

- **Field Experiences in Special Education (4 units):**
The 4-unit assignment consists of a blend of two full days per week at the Primary/Major Placement, and one full day per week at the Secondary/Minor placement (or equivalent, subject to change depending on needs of the program or district).
- **Special Education Student Teaching (8 units):**
The 8-unit assignment consists of five full days per week for 10-11 weeks.

Educational Leadership and Administration Placements:

- **Administrative Services Fieldwork (9 units):**
The 9-units will consist of three 10-11 week assignments. Assignments include supervised fieldwork in school administration for supervision at the elementary and secondary level and must involve some multicultural experience.

3. For Multiple Subject, Single Subject, Agriculture Education, and Special Education programs, the scope of Field Assignments and Student Teaching is significantly informed by the California Commission on Teacher Credentialing provisions outlined in the document "**Guidance on Clinical Practice and Supervision of Preliminary Multiple and Single Subject Teaching Candidates**" and by the **Cal Poly School of Education Clinical Practice Handbook**. By signing the Field

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Assignment and Student Teaching Agreement, the District agrees to enable the Teacher Candidate to complete field experiences in line with state and program requirements, including:

- A minimum of 600 hours of supervised clinical experience in the field assignment setting, with at least 200 hours of "solo or co-teaching".
- All experiences performed under the guidance and supervision of a Cooperating Teacher (unless approved and guided by the SOE, or as part of an established substitute teaching policy).
- Appropriate activities for field assignments and student teaching include: observations of classroom teaching (in classrooms selected or approved by the SOE); guided and supervised teaching of whole class, small groups, or other direct contact with students; co-planning time with the Cooperating Teacher for lessons that the candidate will deliver; working with Cooperating Teacher to grade, analyze student work, reflect on lessons, or plan for the needs of individual students; engaging with professional learning communities, grade level, and department meetings.
- Ineligible activities for field assignments and student teaching include: supervision of extracurricular activities.
- Required "solo or co-teaching" includes activities in which the Teacher Candidate is substantially involved in planning or co-planning lessons, delivering lessons, and assessing or grading student work. The Candidate is expected to fully participate within the school environment and experience and understand the full range of activities and responsibilities of being a teacher of record.
- Placements must provide the candidate with experiences that allow him or her to practice and acquire the knowledge and skills included in the Teacher Performance Expectations (TPEs).
- Placements must provide the candidate with experiences implementing curriculum that is aligned with California's adopted content standards and frameworks.
- Placements must provide the candidate with significant exposure to school settings that reflect the full diversity of California public schools, including: robust support for students from a variety of language backgrounds; inclusiveness for students with disabilities; and (to the extent possible) socioeconomic and cultural diversity.
- Placements must be with a qualified Cooperating Teacher who holds a clear California teaching credential in the subject area being taught; has at least 3 years of experience; and possesses knowledge of the California Standards for the Teaching Profession, as well as current trends and best practices in education. The Cooperating Teacher must be available to participate in 10 hours of initial orientation to SOE programs, effective supervision, adult learning theory, and instructional practices.
- Placements must have a fully qualified site administrator who holds at least a preliminary administrative services credential.
- Placements must provide the candidate with support to complete required Clinical Practice Observations and the Teacher Performance Assessment (edTPA). This may include supporting the candidate in evidence gathering and video capture, and support for obtaining media releases and permissions.

4. A single assignment of a student of the State University to Field Experience or Student Teaching in schools or classes of the District shall be, at the discretion of the State, for approximately 10-11 weeks (18 weeks for Agriculture or designated programs). Student may be given more than one assignment by the State University in such schools or classes within the same District.

The assignment of a student of the State University to Student Teaching in the District shall be deemed to be effective for purposes of this agreement no later than the first date of each State University quarter, or secondary school semester for Agriculture or designated programs.

5. The signed Field Assignment and Student Teaching Agreement will be returned by the District to the State University no later than June 1 of the current year.

LIABILITY INSURANCE & WORKERS' COMPENSATION

1. The State University shall take out and maintain a "claims-made" policy of general liability and professional liability insurance (including personal injury with limits not less than \$1 million per loss and damage to property of others up to \$5,000 per incident), with extended reporting period of three (3) years, covering Teaching Candidates, and naming School District as an additional named insured under such insurance policy or policies. Further, State University agrees to maintain professional and comprehensive general liability insurance, with no exclusion for molestation or abuse, at a minimum of Five Million Dollars (\$5,000,000) per occurrence and Twenty-Five Million Dollars (\$25,000,000) in aggregate throughout the course of this Agreement.

Further, State University shall provide written notice that should any of the above described policies be cancelled before the expiration thereof, notice will be delivered in accordance with the policy provisions. State University also agrees to maintain statutory Workers' Compensation coverage on Student Teachers, any individuals characterized as employees of State University and instructors working at School District pursuant to this Agreement at all times during the course of this Agreement.

State University shall provide certificates evidencing all coverage referred to in this Section within thirty (30) days of execution of this Agreement and thereafter, on an annual basis. If the coverage is on a claims-made basis, State University hereby agrees that not less than thirty (30) days prior to the effective date of termination of State University's current insurance coverage or termination of this Agreement, State University shall either purchase three (3) year tail coverage per claim or provide proof of continuous coverage in the above stated amounts for all claims arising out of incidents occurring prior to termination of State University's current coverage or prior to termination of this Agreement, as applicable, and provide District a certificate of insurance evidencing such coverage.

The State University is permissibly self-insured through the State of California for automobile liability.

The School District shall be named as an additional insured or covered party on the liability coverages maintained by the State University set forth above, and such coverages shall be primary to any coverages maintained by the School District. Limits of liability for each type of liability coverage shall be at least \$1 million per claim per occurrence/ \$2 million aggregate.

2. The Parties agree that the School District is not to assume, nor shall it assume by this Agreement any liability under the California Workers' Compensation Insurance and Safety Act for, by or on behalf of any Teaching Candidate or State University employees while they are on the premises of the School District or while performing any duty whatsoever under the terms of the Agreement or while going to or from any of the internship placement sites. State University shall provide written notice to each Teaching Candidate regarding the lack of coverage of Workers' Compensation insurance by the District.

3. State University shall defend, indemnify and hold School District and its officials, employees and agents, harmless from and against any and all liability, loss, expense, 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, or employees.

School District shall defend, indemnify and hold University, its officials, employees and agents, harmless from and against any and all liability, loss, expense, 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 School District, its officials, agents, or employees.

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ADDITIONAL PROVISIONS

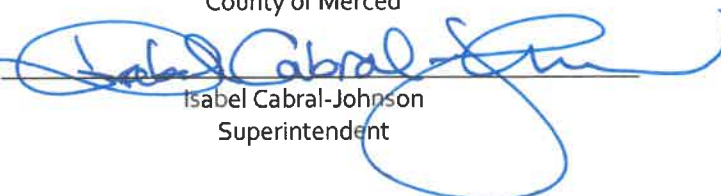
1. Nothing contained in this Agreement shall be deemed or construed to create a joint venture, partnership, principal-agent or employment relationship between the parties and neither party shall have the authority to bind the other party for any purpose.
2. This Agreement and the rights and obligations of the parties shall be governed and construed by the laws of the State of California. Any lawsuit concerning or arising out of this Agreement shall be venued in the county in which the School District is located.
3. This Agreement supersedes all prior and contemporaneous agreements and understandings between the parties, both oral and written, with respect to its subject matter and constitutes the complete agreement and understanding between the parties, unless modified in a writing executed by both parties.
4. In the event of a dispute between the parties arising from this Agreement, the parties agree to mediate the dispute before initiating litigation. The Parties agree that with regard to any dispute or claim related to this Agreement, prior to the initiation of a lawsuit or other legal action, they shall and must, in good faith, submit the claim or dispute to mediation with any mutually agreeable neutral. The costs of the neutral will be split equally between the Parties. The prevailing party shall be entitled to recovery from the losing party the prevailing party's reasonable expenses (fees and costs) incurred in the lawsuit or legal action as allowed by law.
5. If any provision of this Agreement is determined to be invalid or unenforceable, that provision shall be amended to achieve as nearly as possible the same effect as the original provision, and the remainder of this Agreement shall remain in full force and effect.
6. No delay or failure by either party to act in the event of a breach or default hereunder shall be construed as a waiver of that or any succeeding breach or a waiver of the provision itself.
7. This Agreement may be executed in any number of counterparts, each of which shall be an original as against any party whose signature appears and all of which together shall constitute one and the same instrument.
8. Notwithstanding any other provisions of this agreement, the State University shall not be obligated by this agreement to pay the District any amount for any other services rendered.

STATE OF CALIFORNIA

Trustees of the California State University

By  _____
Dr. J. Kevin Taylor, Director
School of Education
College of Science and Mathematics

Hilmar Unified School District
County of Merced

By  _____
Isabel Cabral-Johnson
Superintendent

