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

Lucia Mar Unified School District
County of San Luis Obispo

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.
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.
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

Lucia Mar Unified School District
County of San Luis Obispo

By

Raynee J. Daley, Ed.D
Superintendent