

STUDENT TEACHER AGREEMENT
Teacher Education Program
University of California, Riverside (UCR)

THIS AGREEMENT is made and entered into as of July 1, 2021 by and between THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, a California corporation, on behalf of the University of California, Riverside, Graduate School of Education, hereinafter referred to as ("UNIVERSITY"), and the Alvord Unified School District, hereinafter referred to as ("DISTRICT"), collectively referred to as PARTY or PARTIES.

WITNESSETH

WHEREAS, pursuant to the provisions of Section 44320(b) of the Education Code, the governing board of any school district is authorized to enter into an agreement with a state university, the University of California, or any other university or college accredited by the State Board of Education as a teacher education institution, to provide teaching experience through STUDENT TEACHING to students enrolled in teacher training curricula of such institutions; and,

WHEREAS, UNIVERSITY provides California Commission on Teacher Credentialing approved teacher training programs in teaching, education and/or a related field which require practice teaching or field experience for STUDENTS enrolled in these programs; and

NOW, THEREFORE, it is mutually agreed between the UNIVERSITY and the DISTRICT hereto, as follows:

I. GENERAL TERMS

The DISTRICT shall provide teaching experience through STUDENT TEACHING in schools and classes of the DISTRICT in terms of "quarter units" for students who possess a valid Certificate of Clearance and are assigned by the UNIVERSITY to STUDENT TEACHING in schools or classes of the DISTRICT. It is the intent of the UNIVERSITY to collaborate with the DISTRICT in making the STUDENT TEACHING assignments. Ultimately, the STUDENT TEACHING placements will be made at the discretion of the UNIVERSITY. Such STUDENT TEACHING shall be under the direct supervision and instruction of such employees of the DISTRICT, as the DISTRICT and the UNIVERSITY through their duly authorized representative may agree upon.

The DISTRICT shall further provide pre-professional teaching experience through observation of classroom instruction and tutoring experiences in schools and classes of the DISTRICT in terms of "quarter units" for students of the UNIVERSITY not possessing valid Certificates of Clearance who are assigned to observe or tutor in schools or classes of the DISTRICT. Such observation and tutoring shall be in such schools or classes of the DISTRICT, and under the direct supervision of such employees of the DISTRICT, as the DISTRICT and the UNIVERSITY, through their duly authorized representatives may agree upon.

The DISTRICT shall provide each APPRENTICE and STUDENT TEACHER trainee with a set of DISTRICT rules, guidelines and expectations.

The DISTRICT may, for good cause, refuse to accept for pre-professional APPRENTICE teaching experience or STUDENT TEACHING, any student of the UNIVERSITY assigned to observation, tutoring, APPRENTICE or STUDENT TEACHING in the DISTRICT, and upon request of the DISTRICT made for a good

cause, the UNIVERSITY shall terminate the assignment of any student of the UNIVERSITY to observation or STUDENT TEACHING in the DISTRICT.

“Pre-professional APPRENTICE TEACHING experience” and “STUDENT TEACHING” as used herein and elsewhere in the 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 credentials (Clear Credential) issued by the Commission on Teacher Credentialing, with three years teaching experience, other than preliminary, emergency, pre-intern, or intern credentials, authorizing them to serve as classroom teachers in the schools in which the pre-professional teaching experience or STUDENT TEACHING is provided, and who meet the criteria established by the UNIVERSITY (District Cooperating Teachers (DCT). After the 2017-18 academic year, DCT’s who have not already participated in Initial Program Orientation must participate in a minimum of 10 hours of initial orientation to the program curriculum, about effective supervision approaches such as cognitive coaching, adult learning theory, and current content-specific pedagogy and instructional practices.

The number of quarter units of pre-professional APPRENTICE TEACHING experience or STUDENT TEACHING to be provided for each student of the UNIVERSITY assigned to pre-professional APPRENTICE TEACHING experience or STUDENT TEACHING under this Agreement shall be determined by the UNIVERSITY.

Supervision provided by the UNIVERSITY includes regular visits to the assigned classrooms by UNIVERSITY Supervisors of Teacher Education (STE); the frequency of these visits is determined by the UNIVERSITY and will include a minimum of four (4) formal observations per quarter per assigned student. These observations may include the STE making a video recording of the student teacher for the purposes of professional coaching and advisement. The videotapes will be minimal thirty (30) minutes in length and are used for internal advising purposes only. The video will not be archived in any manner without previous written explicit consent from the DISTRICT and the student teacher. The video-recording will be focused on the student teacher, not the classroom students. All DISTRICT students whose likeness or voice is to be recorded, must have a DISTRICT Media Release on file at the school site. In the event that a student does not have a DISTRICT and/or University Media Release on file, the video-recording will be set-up to ensure that the non-participating student is not visible; if this is not possible then that classroom will not be video-taped.

The assignment of a student of the UNIVERSITY for STUDENT TEACHING in the DISTRICT shall be deemed to be effective for the purposes of this Agreement as of the date supplied by the Teacher Education Program to the proper authorities of the DISTRICT.

II. INSURANCE

- A. DISTRICT, at its sole cost and expense, shall insure its activities in connection with this Agreement by maintaining programs of insurance or self-insurance as follows:
 - 1. Commercial General Liability Program including contractual liability with a limit of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate.
 - 2. Business Automobile Liability Program for Owned, Scheduled, Non-Owned or Hired Automobiles with a combined single limit of not less than \$1,000,000 per occurrence.

3. Workers' Compensation as required under California State law.
4. Such other insurance in such amounts which from time to time may be reasonably required by the mutual consent of DISTRICT and UNIVERSITY against other insurable risks relating to performance of this Agreement.

It should be expressly understood, however, that the coverages and limits required under this Section II (A) shall not in any way limit the liability of DISTRICT.

The coverages referred to under (1) and (2) of this Section II (A) shall include THE REGENTS OF THE UNIVERSITY OF CALIFORNIA as an Additional Insured. Such a provision, however, shall only apply in proportion to and to the extent of the negligent acts or omissions of DISTRICT, its officers, agents, or employees. DISTRICT, upon the execution of this Agreement, shall furnish UNIVERSITY with Certificates of Insurance evidencing compliance with all requirements. Certificates shall provide for thirty (30) days advance written notice to UNIVERSITY of any material modifications, change or cancellation of the above insurance coverages.

B. UNIVERSITY, at its sole cost and expense, shall insure its activities in connection with this Agreement by maintaining programs of self-insurance as follows:

1. Commercial General Liability Self-Insurance Program with a limit of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate.
2. Business Automobile Liability Self-Insurance Program for Owned, Scheduled, Non-Owned or Hired Automobiles with a combined single limit of not less than \$1,000,000 per occurrence.
3. Workers' Compensation as required under California State law.
4. Such other insurance in such amounts which from time to time may be reasonably required by the mutual consent of UNIVERSITY and DISTRICT against other insurable risks relating to performance of this Agreement.

It should be expressly understood, however, that the coverages and limits required under this Section II (B) shall not in any way limit the liability of UNIVERSITY.

The coverages referred to under (1) and (2) of this Section II (B) shall include DISTRICT as an Additional Insured. Such a provision, however, shall only apply in proportion to and to the extent of the negligent acts or omissions of UNIVERSITY, its officers, agents, or employees. UNIVERSITY, upon the execution of this Agreement, shall furnish DISTRICT with Certificates of Insurance evidencing compliance with all requirements. Certificates shall provide for thirty (30) days advance written notice to DISTRICT of any material modifications, change or cancellation of the above insurance coverages.

III. SAFETY AND SECURITY

Upon request, a Certificate of Clearance for teaching issued by the Commission on Teacher Credentialing, or equivalent, will be provided to the DISTRICT by each STUDENT TEACHER prior to the effective date of the assignment. UNIVERSITY shall be responsible for ascertaining from DISTRICT all of the rules and regulations pertaining to safety, security, and driving on school grounds, particularly when

children are present. The Student Teacher is required to comply with Education Code section 45125.1, fingerprint certification requirements. If requested by DISTRICT, UNIVERSITY will provide proof that fingerprint certification requirements have been fulfilled prior to commencing any services for DISTRICT under this Agreement. The Student Teacher is required to comply with Education Code section 49406, examination for tuberculosis requirements. If requested by DISTRICT, UNIVERSITY will cause to be on file with DISTRICT a certificate from the examining physician showing the Student Teacher has been examined and found free from active tuberculosis.

IV. INDEMNIFICATION

DISTRICT shall defend, indemnify and hold UNIVERSITY, its officers, agents, and employees harmless from and against any and all liability, loss, expense (including reasonable 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 DISTRICT, its officers, agents, or employees.

UNIVERSITY shall defend, indemnify and hold DISTRICT, its officers, agents, and employees harmless from and against any and all liability, loss, expense (including reasonable 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 officers, agents, or employees.

V. TERM

The term of this Agreement shall be from the date first written above once both PARTIES have executed the Agreement through June 30, 2024 unless terminated by either PARTY upon a minimum of thirty (30) days advance written notice to the other PARTY. This Agreement supersedes and replaces any existing Student Teacher agreement between the Parties and upon execution of this Agreement, the prior agreement shall be terminated.

VI. RELATIONSHIP OF THE PARTIES

The PARTIES to this Agreement shall be and remain at all times Independent Contractors, neither being the employee, agent, representative, or sponsor of the other in their relationship under this Agreement.

VII. WHOLE AGREEMENT

This Agreement states the entire contract between the PARTIES in respect to the subject matter of this Agreement. This Agreement supersedes any written or oral agreements, negotiations, discussions, or promises. This Agreement cannot be modified except by a written instrument executed by both PARTIES.

VIII. NOTICE

Any notice required hereunder shall be in writing and shall be addressed as follows:

UNIVERSITY:

University of California, Riverside
 Attn: Dean, Graduate School of Education
 900 University Avenue
 Riverside, CA 92521

With a Copy to:

University of California, Riverside
 Attn: Business Contracts
 900 University Avenue
 Riverside, CA 92521

DISTRICT:

Alvord Unified School District
 9 KPC Parkway
 Corona, CA 92879
 Attn: Linda Zamora Murillo

IX. APPLICABLE LAW

This Agreement shall be governed by the laws of the State of California.

X. WARRANTY OF AUTHORITY

The person whose signature appears below warrants that he/she is duly authorized to execute this Agreement on behalf of the UNIVERSITY and DISTRICT.

The conditions in this Agreement are hereby accepted.

ALVORD UNIFIED SCHOOL DISTRICT**THE REGENTS OF THE
UNIVERSITY OF CALIFORNIA**

By:

By:

 Name
 Title

 Joe Andreu
 Chief Procurement Officer

Date:_____

Date:_____