

CONTRACT NAME: AGREEMENT FOR STUDENT PLACEMENT BETWEEN CALIFORNIA STATE UNIVERSITY, SACRAMENTO, COLLEGE OF EDUCATION AND DAVIS JOINT UNIFIED SCHOOL DISTRICT

BRIEF DESCRIPTION OF CONTRACT: This agreement establishes a partnership for the training and support of CSUS College of Education students. The student placement classification encompasses students, student teachers, and student teacher interns who are completing field work experience to earn their degrees. The term of this agreement shall become effective as of the date of final execution and shall remain in effect for five years.

**AGREEMENT FOR STUDENT PLACEMENT
BETWEEN
CALIFORNIA STATE UNIVERSITY, SACRAMENTO
COLLEGE OF EDUCATION
AND
Davis Joint Unified School District**

The Agreement is entered into, by and between the Board of Trustees of the California State University, and its Sacramento campus (specifically the California State University, Sacramento College of Education), hereinafter collectively the “UNIVERSITY” and Davis Joint Unified School District hereinafter called the “HOST”.

PURPOSE: To establish that the UNIVERSITY and HOST are engaged in a partnership for the training and support of College of Education students serving in the classification of Student Placement, which may include field work experiences for students, student teacher interns or other interns.

DEFINITION: For the purpose of this agreement the term Student Placement or reference to placement shall encompass students, student teachers, student teacher interns or other interns completing field work experience. The term “student teacher intern” means a student teacher working on an intern credential in a certificated position. When special conditions apply to student teacher interns only, these are specifically described.

I. GENERAL INFORMATION

- A. HOST has facilities and programs to provide an appropriate student placement, for students of the UNIVERSITY.
- B. UNIVERSITY has students that need a hosted student placement experience. Said UNIVERSITY and the students will benefit from the student placement experience. Students are only eligible to participate in placements during a defined academic semester/period of 15 weeks – Fall/Spring.

II. HOST RESPONSIBILITIES

Subject to such reasonable rules and regulations as HOST shall from time to time adopt, HOST shall:

- A. Participate with UNIVERSITY in planning placement experience, including those experiences required to complete the PACT Teaching Event (per SB2042 and SB1209);
- B. Require each student to conform to the health examination and background check requirements and standards of State and Federal laws and regulations, which includes submission of a negative tuberculosis test prior to placement;
- C. At its discretion, require the completion of a background check and/or fingerprint clearance through the Department of Justice and/or Federal Bureau of Investigation as a prerequisite to serving as a student teacher Intern
- D. Designate lines of authority and communication for relations between the UNIVERSITY faculty and HOST personnel so as to carry out the purpose of the agreement;

- E. Enforce the rules, regulations and requirements governing the students participating in the program; said rules, regulations and requirements to be agreed upon by the HOST and UNIVERSITY;
- F. It is understood and agreed that HOST shall have the right to require all students who desire to participate with the HOST, to authorize and consent in writing to release HOST and its representatives of liability for any and all acts performed in good faith and without malice in connection with such placement experience.
- G. It is understood that in case of an emergency involving the student, the UNIVERSITY should be contacted by the HOST as soon as possible.
- H. Students shall be informed by the HOST of the privacy regulations and standard of the HOST and shall be expected to comply.
 - 1. For student teacher interns only:
 - a. Assign an on-site mentor who possesses a valid Clear or Life credential in the appropriate subject area, has 3 years documented successful teaching experience and holds an English Learner Authorization (or the equivalent, as established by the Commission on Teacher Credentialing).
 - b. Participate with the UNIVERSITY in planning and implementing a comprehensive and coordinated program of support and mentoring for the intern teacher, in conformance with the most current requirements established by the Commission on Teacher Credentialing and articulated by the University in its approved Intern Document, per Exhibit A.

III. UNIVERSITY RESPONSIBILITIES

- A. Recommend for placement experience only those students who possess a satisfactory record and have met the minimum requirements established by the State of California and the UNIVERSITY for the particular program, including the program of teaching on an intern credential;
- B. Require each student to conform to the health examination and background check requirements and standards of State and Federal laws and regulations;
- C. Designate lines of authority and communication for relations between the UNIVERSITY faculty and HOST personnel so as to carry out the purpose of the agreement;
- D. Retain general responsibility for instruction and related matters concerning student participation in the training program at HOST, subject to such sharing of responsibility with UNIVERSITY as shall be agreed upon by HOST and UNIVERSITY. Students' discipline shall be the sole responsibility of the UNIVERSITY; however the HOST and/or UNIVERSITY may terminate the participation by any student who, at the determination of the HOST or UNIVERSITY does not comply with the requirements of the program or rules and regulations of the HOST, UNIVERSITY, and or State or Federal laws or regulations. Students' placement may also be terminated by HOST for incompetence: lack of ethics, character, any violation of the privacy standards of the HOST and/or any other conduct that the HOST or UNIVERSITY determines places at risk either the safety or well-being of the HOST's students and/or staff. If a student's participation is terminated by the HOST or UNIVERSITY, the terminating party shall provide immediate written notification to the other. The HOST shall have no responsibility to place the student in any other location and/or placement;
- E. Enforce the rules, regulations and requirements governing the students participating in the program; said rules, regulations and requirements to be agreed upon by the HOST and

UNIVERSITY;

- F. For student teacher interns only:
1. UNIVERSITY confirms that the student meets all the criteria for an intern credential, as established by this program sponsor and approved by the Commission on Teacher Credentialing per Exhibit A, hereby attached and incorporated into this agreement.
 2. Assign a supervisor who has successfully completed UNIVERSITY-provided intern supervision training
 3. Assign intern supervision duties that adhere to the most current requirements established by the Commission on Teacher Credentialing and articulated by the UNIVERSITY in its approved Intern Document, per Exhibit A.
 4. Participate with the HOST in planning and implementing a comprehensive and coordinated program of support and mentoring for the intern teacher, in conformance with the most current requirements established by the Commission on Teacher Credentialing and articulated by the UNIVERSITY in its approved Intern Document, per Exhibit A.

IV. SHARED RESPONSIBILITIES FOR STUDENT TEACHER INTERNS HIRED BY THE HOST AS INTERN TEACHERS ONLY

- A. It is agreed that the HOST is seeking applicants for a paid, certificated position for which students from this UNIVERSITY may qualify and may be contracted, subject to the normal rules and procedures followed by the HOST when hiring new certificated personnel.
- B. Students who have been hired into a certificated position by the HOST as a student intern teacher will be expected to fulfill the terms of the employment contract as specified by the HOST, including maintaining employment beyond the academic calendar of the UNIVERSITY.

V. NON-DISCRIMINATION

The parties agree that no person, staff, or student shall, on the basis of race, color, religion, national origin, sex, sexual orientation, marital status, age, disability, or medical condition, be excluded from participation in, be denied the benefit of or be subjected to discrimination under this agreement. This agreement shall take into consideration the operational requirements and limitations of the HOST. HOST shall abide by appropriate State and Federal laws governing Reasonable Accommodation and the Americans with Disabilities Act.

VI. STATUS OF UNIVERSITY AND HOST

- A. Students, except paid student teacher interns, shall not be deemed to be employees of HOST by virtue of their participation in the internship/fieldwork experience and shall not be entitled to any employment benefits, including retirement and health benefits. HOST shall not be responsible for providing worker's compensation insurance. The UNIVERSITY shall be responsible for ensuring that students have appropriate insurance coverage.
- B. Except as specifically provided in this Agreement, or in any subsequent amendment thereto, no monetary obligation on the part of the UNIVERSITY or the HOST to each other is hereby created; consideration for this agreement is furnished by the mutual benefits and promises of the parties.

- C. Nothing in this Agreement is intended to create any employment and/or other agency between the parties and the parties will not represent themselves as being an employee and/or agent of the other.

VII. RELEASE OF RECORDS AND/OR INFORMATION

- A. The parties acknowledge that the education records of UNIVERSITY students assigned to the HOST may fall within the definition and protection of education records under the federal *Family Educational Rights and Privacy Act* (FERPA), 20 U.S.C. §1232g and/or employment records for paid student teacher interns. The parties agree to comply with the requirements of state and federal privacy laws, including FERPA and its implementing regulations at 34 C.F.R. Part 99 and to protect the privacy of records concerning any UNIVERSITY student assigned to the HOST under this Agreement. Paid student teacher intern records with the HOST may also constitute employment records protected from disclosure absent consent under applicable federal and state laws.
- B. In order to allow the HOST and UNIVERSITY to jointly monitor the student's performance in the placement, all students shall as a condition to their placement execute a "Release of Records" (Exhibit B) which allows the HOST and UNIVERSITY to share information that may otherwise be protected from disclosure as an educational record (and/or employment record) to the extent the information relates to the performance of the student in the student placement or internship. Failure to execute the "Release of Records" shall make the student ineligible for placement with HOST.
- C. Each party to this Agreement will immediately notify the other in the event it becomes aware of violations of the other institution's rules, regulations, policies or procedures by the student and/or any negligent or intentional conduct when the conduct of the student jeopardizes the health and/or safety of HOST's student or staff. The parties agree to cooperate in the investigation of any such conduct, so long as an appropriate release of information has been obtained (as required under VIII. A.

VIII. INSURANCE

- A. Student Insurance. All students performing field work, internships and similar activities who are registered in for-credit courses for which the internships are required are covered with general and/or professional liability insurance with blanket policies held by the University. University will provide documentation of same upon request.
- B. HOST Insurance. HOST shall procure and maintain in force during the term of this Agreement, at its sole cost and expense, insurance in amounts that are reasonably necessary to protect it against liability arising from any and all negligent acts or incidents caused by its employees and list the University as an additional insured.
- C. UNIVERSITY Insurance. It is understood and agreed that the California State University is a self-insured public agency of the State of California. UNIVERSITY maintains self-insurance programs to fund its respective liabilities.
- D. Evidence of Insurance, Certificates of Insurance or other similar documentation shall not be required of either party under this agreement.

IX. INDEMNIFICATION

- A. The UNIVERSITY shall defend, indemnify, and hold the HOST, its officers, employees, and agents 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 the UNIVERSITY, its officers, employees or agents.
- B. The HOST shall defend, indemnify, and hold UNIVERSITY, its officers, employees, and agents 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 HOST, its officers, employees or agents.
- C. The parties intend that the principle of comparative fault shall govern this Agreement. This provision shall survive the termination of this Agreement.

X. TERM AND TERMINATION

- A. This agreement shall become effective as of the date of final execution and shall remain in effect for 5 years.
- B. Either party may terminate this agreement by giving the other party 30 days written notice of termination. However, both parties will act to protect those students currently placed with the Host at the time of the termination such that they will be allowed to complete their placement without interruption.

XI. GENERAL PROVISIONS

- A. This Agreement may be amended at any time by mutual agreement of the parties without additional consideration, provided that before any amendment shall take effect, it shall be reduced to writing and signed by the parties.
- B. Neither party shall voluntarily, or by operation of law, assign or otherwise transfer this Agreement without the other party's prior written consent. Any purported assignment in violation of this paragraph shall be void.
- C. Captions and headings in this Agreement are solely for the convenience of the parties, are not a part of this Agreement, and shall not be used to interpret or determine the validity of this Agreement or any of its provisions.
- D. This Agreement is the entire agreement between the parties. No other agreements, oral or written, have been entered into with respect to the subject matter of this Agreement.
- E. This Agreement shall be governed by the laws of the State of California.
- F. Nothing in this Agreement is intended to create any right in third parties to enforce and/or otherwise benefit from the terms set for.
- G. Any notice required or permitted hereunder shall be deemed given when personally delivered to the recipient thereof or when mailed by registered or certified mail, return receipt requested, or by

electronic mail which may include .pdf documents, at the addresses set forth below, however acceptance of any proposed changes shall occur in accordance with Section XI. General Provisions, A., of this agreement:

UNIVERSITY:
California State University, Sacramento
Attn: Contract Services
6000 J Street MS 6008
Sacramento, Ca 95819

HOST:
Davis Joint Unified School district
526 B Street
Davis, CA 95616

IN WITNESS WHEREOF, by signing below, each of the following represent that they have authority to execute this Agreement and to bind the party on whose behalf their signature is made.

California State University, Sacramento

Davis Joint Unified School District

By: _____
Leah J. Davis
Contract Specialist I

By: _____
(signature)

Name: Bruce E. Colby

Title: Chief Business Officer

Date: _____

Date: _____

EXHIBIT A

NOTE: This exhibit shall apply only for student teacher interns.

On June 3, 2013, the Commission on Teacher Credentialing issued Program Sponsor Alert 13-06 detailing new requirements for programs that offered intern credentials. This PSA is available at: <http://www.ctc.ca.gov/educator-prep/PS-alerts/2013/PSA-13-06.pdf>.

In response to this PSA, the UNIVERSITY prepared and submitted revised program documents reflecting the new requirements. On June 30, 2014 the Commission on Teacher Credentialing approved these revised program documents, thereby granting approval to Sacramento State University to issue intern credentials to qualified teacher credential candidates. Terms of the revised program documents include specific mentoring and support that the HOST and UNIVERSITY must provide including:

- Assignment by the HOST of a mentor who meets the criteria identified in 3.C.ii.1. of this Agreement and who is available to provide regular on-site support to the intern teacher.
- Assignment of a UNIVERSITY supervisor who meets the criteria identified in 3.C.1. of this Agreement and who is assigned to provide regular on-site support to the intern teacher, in coordination with the HOST mentor.
 - Regular on-site support includes observation/coaching sessions, provision of materials and resources, feedback on lesson plans, logistical support (bulletin boards, instructional materials, etc.), and other types of assistance designed to strengthen the intern teacher’s instructional effectiveness
 - Regular on-site support must be provided in a scheduled and coordinated manner and must adhere to these requirements:
 - 2 hours of support per every five instructional days for general instruction coaching and mentoring AND
 - 5 hours of support per month specific to teaching English learners
- The intern teacher’s faculty advisor will assist the HOST mentor and the UNIVERSITY supervisor in creating this coordinated and regular system of support

EXHIBIT B

Student Consent for Release of Records for Student Placement

The federal *Family Educational Rights and Privacy Act of 1974*, as amended, seeks to guarantee both a student’s right of access to education records, financial aid records and financial records, and the confidentiality of student information. Institutions may not disclose information contained in education record without the student’s written consent except under certain conditions. A student’s record may be release to parents, guardians or other third parties by providing a written authorization or consent. For paid student teacher interns, the records maintained by their HOST may also constitute employment records subject to privacy protections under state and federal law.

STUDENT CONSENT FOR RELEASE OF INFORMATION

In order to enable the UNIVERSITY and HOST to monitor my performance in the student placement, I hereby authorize the UNIVERSITY and the HOST identified below to release all education records (as defined by FERPA) and/or employment records relating to my performance in the placement described below, and the information contained therein from one to the other, or its authorized representative, upon request. I further release the UNIVERSITY, and the HOST and their respective Trustees, Officers, and Employees from any and all liability for release of my education records.

This Release of Records (“Release”) is subject to the following:

- I understand that this Release, and the authorization given above, is effective immediately and expires at the completion of my placement with the HOST.
- I understand that this Release is necessary for my placement and that this release is necessary for the sharing of information between the UNIVERSITY and HOST relating to my performance in said placement.
- I understand that I may revoke this Release, in writing, at any time, but if I revoke, I may no longer be eligible for a placement with the HOST, and my placement could be terminated.
- I understand that I may receive a copy of all records released pursuant to this Release, upon my request.
- I waive all rights under FERPA with regard to the release of records described herein as well as any other state and federal law governing the privacy of records held by the HOST that may constitute employment records.
- This Release does not apply to any other third party requestor of my education records.
- Further, the UNIVERSITY and HOST will not release my education and/or employment records to any third party without my express written consent.

