

# SCHOOL AND COLLEGE LEGAL SERVICES of California

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## LEGAL UPDATE

**August 23, 2004**

**To: Superintendents, Member School Districts (K-12)**

**From: Noel J. Shumway, General Counsel**

**Subject: Model Student Teaching Agreement**  
**Memo No. 16-2004**

At the request of a number of our superintendents this past year, regarding the variety of student teaching agreements that they are receiving, our office has developed a Model Student Teaching Agreement (attached). This agreement should be utilized as a suggested model for school districts that enter into an agreement with a university to provide an environment for student teachers to gain experience.

Included within the Model Agreement, in underlined italics, is language that would allow the agreement to pertain, in addition to student teaching, to practicum experience that school psychologists, school counselors, and others need in order to complete credential requirements.

Should you have any questions regarding this issue or any other related issues then please contact this office.

NJS:CDC:tw

## MODEL STUDENT TEACHING AGREEMENT

This Agreement, effective [*date*], is made and entered into by and between [*school district*] (“District”) and the [*teaching university*] (“University”).

### ARTICLE 1: RECITALS

- 1.1 Section 35160 of the California Education Code provides that the governing board of any school district may initiate and carry on any program or activity, or may otherwise act in any manner which is not in conflict with, or inconsistent with, or pre-empted by, any law and which is not in conflict with the purposes for which school districts are established.
- 1.2 An agreement by a school district to provide student teaching or practicum experience to students enrolled in an education credential program offered by an institution of higher education approved by the California Commission on Teacher Credentialing (“Commission”) is not inconsistent with the purposes for which school districts are established.

### ARTICLE 2: DEFINITIONS

- 2.1 “Student” shall refer to a student validly enrolled at the University in a program which is approved by the Commission and which leads to an education credential.
- 2.2 “Supervising Teacher” shall refer to an employee of the District holding a valid, clear teaching credential issued by the Commission who has three or more years of teaching experience.
- 2.3 “Student Teaching” shall refer to the active participation by a Student in the duties and functions of classroom teaching under the direct supervision and instruction of one or more Supervising Teachers.
- 2.4 “Student Teaching Assignment” shall refer to [*time period*] of daily student teaching or the equivalent, as determined by the University in collaboration with the District. Student Teaching Assignments shall satisfy all Commission requirements.
- [2.5 “Practicum Supervisor” shall refer to an employee of the District holding a valid Pupil Personnel Services or other credential issued by the Commission or equivalent certification recognized by the District who has three or more years of experience as a school counselor, school psychologist, school social worker, or other educational specialist.]
- [2.6 “Practicum” shall refer to the participation by a Student in the duties and functions of a school counselor, school psychologist, school social worker, or school attendance worker, under the direct supervision and instruction of one or more Practicum Supervisors.]

- [2.7] “Practicum Assignment” shall consist of between 90 and 600 hours of Practicum, depending upon the specific program requirements of the Student’s program.]
- [2.8] “Honorarium” shall refer to the amount, [*dollar amount in total or per student*] that will be paid directly to the Supervising Teacher [*or Practicum Supervisor*] by the University as compensation for and recognition of services performed in the course of supervision. The Payment of an honorarium by the University to the Supervising Teacher [*or Practicum Supervisor*] will not render the Supervising Teacher [*or Practicum Supervisor*] an employee or agent of the University.

### ARTICLE 3: TERMS AND CONDITIONS

- 3.1 The District shall provide Students with Student Teaching [*and/or Practicum*] experience in schools and classes of the District under the direct supervision and instruction of a Supervising Teacher [*or Practicum Supervisor*].
- 3.2 Before a Student is assigned to the District for placement in a Student Teaching Assignment [*or Practicum Assignment*] the University shall instruct such Student on applicable state and federal law regarding unlawful discrimination, to include harassment, and mandated reporting of child abuse.
- 3.3 District Right of Refusal. The District may refuse to accept, or may terminate, any student assigned to the District for Student Teaching [*or Practicum*]. Upon written notification by the District, the University shall promptly terminate the Student’s assignment to the District. Upon a Student’s assignment being terminated, the Supervising Teacher [*or Practicum Supervisor*] will receive a prorated share of the Honorarium based upon the amount of time in which the Student was supervised with the full Honorarium being paid where over one half (1/2) of the Student Teaching Assignment [*or Practicum Assignment*] was supervised by the Supervising Teacher [*or Practicum Supervisor*] prior to termination.
- 3.4 University Right of Refusal. The University may terminate any student assigned to the District for Student Teaching [*or Practicum*]. Upon a Student’s assignment being terminated, the Supervising Teacher [*or Practicum Supervisor*] will receive a prorated share of the Honorarium based upon the amount of time in which the Student was supervised with the full Honorarium being paid where over one half (1/2) of the Student Teaching Assignment [*or Practicum Assignment*] was supervised by the Supervising Teacher [*or Practicum Supervisor*] prior to termination.
- 3.5 Fingerprint Clause. The University shall provide a Certificate of Clearance from the Commission to the District for each Student prior to commencement of the Student Teaching [*or Practicum*] assignment.

#### ARTICLE 4: GENERAL PROVISIONS

- 4.1 Term. This Agreement shall commence as of the first date stated above, [*date*], and shall continue in full force for one (1) school year. Either party may terminate this Agreement, without cause, upon thirty (30) days notice to the other party. Provided, however, subject to paragraph 3.2 in this Agreement, all Students receiving Student Teaching [*or Practicum*] experience from the District as of the date of a termination notice or expiration of this Agreement shall be permitted to complete their Student Teaching Assignments [*or Practicum Assignments*].
- 4.2 Indemnification.
- A. The District will save harmless and indemnify the University against all claims, demands, suits, judgments, expense and costs of any and every kind, insofar as it may legally do so and subject to the availability of funds, on account of injury to or death of persons or loss of or damage to property that is the proximate result of negligent act or omission of District and/or its officers, agents and/or employees in connection with its and their performance of the terms of this Agreement.
- B. The University will save harmless and indemnify the District against all claims, demands, suits, judgments, expense and costs of any and every kind, insofar as it may legally do so and subject to the availability of funds, on account of injury to or death of persons or loss of or damage to property that is the proximate result of negligent act or omission of University and/or its officers and/or its Students, agents and/or employees in connection with its and their performance of the terms of this Agreement.
- 4.3 Insurance. The parties shall maintain insurance in full force and effect, at their own expense and written by carriers acceptable to the other, or a comparable program of insurance as follows:
- A. Commercial General Liability Insurance in the amount of at least \$1,000,000 per occurrence and \$6,000,000 in the aggregate.
  - B. Professional Liability Insurance in the amount of at least \$1,000,000 per occurrence and \$6,000,000 in the aggregate.
  - C. Employers Liability Insurance in the amount of \$2,000,000 per occurrence and \$6,000,000 in the aggregate.
  - D. Workers' Compensation benefits as required by law. University agrees to provide Workers' Compensation coverage for Students during a Student Teaching Assignment [*or Practicum Assignment*] with the District.

Each party shall provide evidence of such insurance coverage to the other upon execution of this Agreement.

- 4.4 Attorney's Fees. In the event any party hereto commences litigation for the interpretation, specific performance, or damages for the breach of this Agreement, the prevailing party shall be entitled to a judgment or award against the other in an amount equal to reasonable attorney's fees and expenses incurred, together with all other appropriate legal or equitable relief.
- 4.5 Venue. In the event of any dispute or litigation concerning or arising out of this Agreement, all parties agree to seek resolution of the dispute or litigation within the venue of the California County in which the District is located, unless the parties agree otherwise in writing as contained in Paragraph 4.9 of this Agreement.
- 4.6 Entire Agreement. This Agreement contains the entire agreement between the parties relating to the transactions contemplated hereby, and all prior or contemporaneous agreements, understandings, representations, and statements, whether oral or written, are merged herein.
- 4.7 Severability. If a court or arbitrator holds any provision of this Agreement to be illegal, unenforceable, or invalid, the remaining provisions will not be affected.
- 4.8 Amendments. Amendments to this Agreement may be made at any time, provided, however, that any amendments, modifications or alterations shall be made only in writing and shall become effective only upon the written approval of both the District and University.
- 4.9 Notices. All notices, demands, or other communications given under this Agreement shall be in writing and sent to the address listed at the end of this Agreement (unless a party has changed its address by giving notice as provided in this paragraph), and will be effective upon receipt if delivered by personal or overnight delivery or facsimile, or effective three days after being placed in the United States mail, postage pre-paid.
- 4.10 General Provisions. This Agreement (i) shall be binding upon and enforceable by the parties hereto and their respective legal representatives, successors, or assigns, (ii) may be executed in counter-parts, each of which may be deemed to be an original, but which together shall constitute one instrument, and (iii) shall be construed and enforced in accordance with the laws of the State of California.

[TEACHING UNIVERSITY]

[SCHOOL DISTRICT]

By \_\_\_\_\_  
    [Name]  
    [Title]

By \_\_\_\_\_  
    [Name]  
    [Title]

Date \_\_\_\_\_

Date \_\_\_\_\_

For notice purposes contact:

For notice purposes contact:

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Name

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