

STUDENT TEACHING AGREEMENT MOU

This agreement, effective on AUGUST 15, 2019, made by and between Academy of Art University, a California privately-owned art university (the “University”) and San Rafael School District, a public entity (the “District”), with reference to the following facts:

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 to Teacher Candidate enrolled in an education credential program offered by an institution of higher education approved by the California Commission on Teacher Credentialing (the “Commission”) is not inconsistent with the purpose for which school districts are established.

1.3 The University is accredited by the Western Association of Schools and Colleges, and its education credential programs have been approved by the Commission.

1.4 The University desires that the District provide student teaching to Teacher Candidates enrolled in the University’s teacher training curricula. The District agrees to provide such student teaching experience on the terms and conditions specified in this agreement.

ARTICLE 2: DEFINITIONS

2.1 “Teacher Candidate” shall refer to a student enrolled in a program at the University which is approved by the Commission and which leads to a Preliminary Teaching Credential.

2.2 “Master Teacher” shall refer to an employee of the District holding a valid, clear teaching credential issued by the Commission typically with three or more years teaching experience.

2.3 “Student Teaching” shall refer to the active participation by a Teacher Candidate in the duties and functions of classroom teaching, under the direct supervision and instruction of one or more Master Teachers.

2.4 “Student Teaching Assignment One” refers to Student Teaching experiences scheduled over the course of eight weeks. Student Teaching Assignment One shall satisfy all requirements of the Commission for CalTPA Cycle 1.

2.5 “Student Teaching Assignment Two” refers to Student Teaching experiences scheduled over the course of eight weeks including full days and after-school events. Student Teaching Assignment Two shall satisfy all requirements of the Commission as the Culminating Teaching Experience and CalTPA Cycle 2.

2.6 “Semester Unit” shall refer to the amount of academic credit earned by a Teacher Candidate through the successful completion, as determined by the University. As defined in Article 2.4, Student Teaching Part One is four (4) academic credits. As defined in Article 2.5, Student Teaching Part Two is six (6) academic credits.

ARTICLE 3: TERMS AND CONDITIONS

3.1 District’s Obligations. The District shall provide Teacher Candidates with Student Teaching in schools and classes of the District under the direct supervision and instruction of a Master Teacher. Further, the District agrees to:

- A. Provide Teacher Candidates such experience and observational opportunities as are of educational value.
- B. Make its best efforts to provide adequate classroom and conference room space
- C. Permit the use of its parking, cafeteria and other general use facilities in District-approved manners and during District approved times.
- D. Provide emergency care and first-aid treatment to Teacher Candidates needing such care. District may, upon request, require that any Teacher Candidate returning from an absence due to illness or injury be cleared by a physician before resuming Student Teaching.

3.2 Selection and Termination of Teacher Candidates. The University will be responsible for the selection of Teacher Candidates. The University and the District from time to time shall confer and reach agreement as to the number of Teacher Candidates assigned to the District for Student Teaching. The District at its sole discretion may refuse to accept, or may terminate, any Teacher Candidate assigned to the District for Student Teaching based upon its good faith determination that the Teaching Candidate is not performing to the standards of the District. Upon written notification by the District, the University shall promptly terminate the Teacher Candidate’s assignment to the District.

3.3 Applicability of University Policies. Teacher Candidates shall be subject to the rules, regulations and policies of the University and District, including recognizing the confidential nature of information regarding students and their records.

3.4 Unit Determination. The University shall determine the number of units of Student Teaching each Teaching Candidate shall receive. Teacher Candidates shall be eligible for more than one Student Teaching Assignment at the District.

3.5 Master Teacher Stipend. The University shall pay a stipend of \$250 per Master Teacher. The District agrees that the issuance of a stipend to a Master Teacher supervising one or more Teacher Candidates will not render the Master Teacher an employee or agent of the University.

3.6 Invoice Procedure. Within 30 days following the completion of any Student Teaching Assignment or Practicum Assignment, the Master Teacher shall complete an invoice upon successful completion of student teaching semester. The University shall pay the stipend to the Master teacher within 30 days following the date the District's invoice is received.

3.7 Insurance. The District will obtain and maintain a broad form commercial general liability insurance policy with overage of at least \$3,000,000 for each occurrence. The District will provide the University with proof of such insurance upon execution of this Agreement. For purposes of this Agreement, the District and the University will each provide workers' compensation insurance coverage for their own employees.

3.8 Termination of Student Teaching Assignment. In the event a Student Teaching Assignment is terminated before it is completed, the District shall receive reimbursement of costs at the rate provided in Article 3.4, pro-rated to the nearest completed hours.

3.9 Representation. The University represents that all Teacher Candidates assigned to the District for Student Teaching are validly enrolled in a University credential program approved by the Commission. The University makes no other representation, express or implied, about, or assumes, any responsibility for, the Teacher Candidate's fitness or qualification to participate in the Student Teaching, or a Teacher Candidate's conduct or performance while Student Teaching. Nothing in this agreement shall be construed as a delegation by the District to the University, or an assumption by the University, of any of the District's duties and responsibilities for operation and supervision of the schools, classes, students or teachers of the District. The District does not imply, suggest or guarantee offers of employment to Teacher Candidates after Student Teaching in the District.

3.10 Clearance Clause. The University shall provide a Certificate of Clearance from the California Commission on Teacher Credentialing to the District upon request if available. The District requires fingerprints, TB Health Clearance, and DOJ and FBI Clearance.

3.11 Cooperation. The District and University agree to cooperate with each other in the investigation and disposition of audits, peer review matters, disciplinary actions and third party liability claims arising out of this Agreement. The parties intend to fully cooperate in the disposition of all such audits, actions or claims. Such cooperation may include, but is not limited to, joint investigation, defense, disposition of claims, and making witnesses and documents available; provided, however that nothing shall require either party to disclose any peer review documents, records or communications which are subject to any privilege under California Evidence Code or other state and federal law, including but not limited to, the Attorney-Client Privilege or under Attorney Work-Product Privilege.

ARTICLE 4: GENERAL PROVISIONS

4.1 Term. This Agreement shall commence as of the aforementioned effective date

and shall continue until such time as either party gives the other party written notice of its intent to terminate the Agreement. The Termination of the Agreement shall be effective upon the date specified in such written notice. Provided, however, all Teacher Candidates receiving Student Teaching from the District as of the date of such notice shall be permitted to complete their Student Teaching Assignment, so long as said Teacher Candidate is not the cause of the termination of the agreement.

4.2 Non-Discrimination. The District and University agree that they shall not employ discriminatory practices in the performance of this Agreement that are prohibited by law, including but not limited to, discrimination on the basis of ethnicity, race, national origin, ancestry, religion, sex, sexual orientation, age or disability.

4.3 Indemnification.

- A. District shall defend, indemnify and hold University, its officers, employees and agent 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, attorney's fees, or claims for injury or damage are caused by or result from the negligent or intentional acts or omissions of District, its officers, agents or employees.
- B. University shall defend, indemnify and hold District, 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 damage are caused by or result from the negligent or intentional acts or omissions of University, its officers, agents or employees.

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 Notices. All notices, demands, or other communications given under this Agreement shall be in writing and shall be deemed to have been duly given as of the second business day after mailing by United States mail, postage pre-paid and addressed to the addresses on page four hereof, or to such other address or to such other person as any party hereto shall designate in writing to the other such purposes. Personal delivery of such notice, demand, or communication may also be made to the above-described addresses and shall be deemed given as of the date of such delivery.

4.6 Integration Clause. This Agreement contains the entire agreement between the parties relating to the transactions contemplated here by and all prior or contemporaneous agreement, understandings, representations, and statements, whether oral or written, are merged herein. No modification, waiver, amendment, discharge, or change to the Agreement shall be valid unless the same is in writing and signed by the party against which the enforcement of such modification, waiver, amendment, discharge, or change is or may be sought.

4.7 Severability. Should any provision of this Agreement be declared or be

determined by any court of competent jurisdiction to be wholly or partially illegal, invalid, or unenforceable, the legality, validity, and enforceable, or invalid part, term, or provision shall be deemed not to be a part of this agreement.

4.8 General Provisions. This Agreement (i) shall be binding upon and insure to the benefit and be enforceable by the parties hereto and their respective legal representatives, successors, or assigns, (ii) may be executed in any number of counterparts, each of which may be deemed to be an original, but all of which together shall constitute one and the same instrument, (iii) shall be construed and enforced in accordance with the law of the State of California, and (iv) has been executive at San Leandro, California as of the last date set forth below:

Dated: _____, 2019

Dated: _____, 2019

ACADEMY OF ART UNIVERSITY, A
CALIFORNIA PRIVATELY-OWNED
ART UNIVERSITY

SAN RAFAEL CITY SCHOOLS
UNIFIED SCHOOL DISTRICT

By:

Joe Vollaro
Executive Vice President
of Financial Aid and Compliance
Academy of Art University
Teaching Credential Program
150 Hayes Street
San Francisco, CA 94102

By:

Name:

Position:

*For contract or contract return:
Department of Human Resources
Academy of Art University
79 New Montgomery Street
San Francisco, CA 94105*



STUDENT TEACHING

PLACEMENT, COOPERATION AND EXPECTATIONS

PLACEMENT AND COOPERATION

Placement of student teaching candidates is a team process. The goal is to provide optimal preparation for student teaching candidates within the requirements and needs of the agencies (i.e.: state, district and university) and people involved. This process requires the cooperation and understanding of the student teaching candidate, master teacher, school administrators and the AAU supervisor. Designing, coordinating, implementing and evaluating a student teaching experience can have a profound impact on the student teacher and the future of the education profession.

Most likely, the student teaching candidate will never again have such a rich and readily accessible set of resources available to them. It's a joint professional responsibility of the district and AAU to support and train our future educator!

MEMORANDUM OF UNDERSTANDING

The placement process includes an MOU to help clarify operational understanding and to address specific state, university and district needs. Some of the CCTC requirements include grade level, Title 1 and diversity experiences. Other factors may include availability of master teachers, professional insurance/liability coverage, and the logistical needs of districts, student and AAU supervisors.

IDENTIFICATION OF MASTER TEACHER

The district will take the lead working cooperatively with the AAU Director of Art Education in identification of exemplary teachers to serve as master teachers to work directly with student teacher candidates.

EXPECTATIONS

The following are basic expectations and understandings for principal, master teacher, student teacher and university supervisor.

SITE ADMINISTRATION – PRINCIPAL

The principal is critical in setting the expectation and tone for a student teaching experience. The principal:

1. Identifies and encourages exemplary teachers to participate in the student teaching program as a master teachers.
2. Help orient student teachers to the philosophy, policies, expectations and regulations of their school, and to the building staff, and community.
3. Ensures a student teaching assignment that includes at least one *ENGLISH LANGUAGE LEARNER* and at least one *SPECIAL NEEDS STUDENT*.
4. Observes and offers assistance to student teachers in the same manner as regular faculty, using district forms as appropriate.
5. Utilize the student teachers as a substitute teacher only in emergency situations.



6. Notifies the cooperating master teacher and the university supervisor of any difficulties experienced in relation to the student teaching program and assists in resolving any problems.

COOPERATING MASTER TEACHER (CMT)

Effective Cooperating Master Teachers successfully combine the knowledge and understanding of classroom teaching with skilled guidance and direction of a prospective teacher. As a key person in assuring a successful student teaching program, the CMPT is responsible for:

A. Orientation

1. Being familiar with TPEs and TPAs
2. Contacting the assigned AAU student teacher through a personal meeting or by phone.
3. Preparing class/students for a student teacher.
4. Creating a physical sense of belonging by providing the student teacher with a work place and supplies: textbooks, handbooks, schedule, seating charts, and (if appropriate) Keys.
5. Alerting the student teacher to school and room policies and routines: dress code, location of restrooms, teachers' lounge, and cafeteria.
6. Orient the student teacher to current and projected units of student and the corresponding district and state standards.
7. Be familiar with and cooperate in AAU class requirements related to student teaching.
8. Arranging instructions to other teachers, to staff members, and to students.

B. Supervising Duties and Guidance

1. Facilitate student teacher's gradual induction into teaching by:
 - a. Providing opportunities to observe a variety of appropriate teaching methods.
 - b. Discussing the subject areas in which s/he feels most confident and allow her/him to teach in these areas first.
 - c. Working out a subject timeline and tentative schedule which enables her/him to move gradually into a full teaching schedule, and providing for a gradual, but rather rapid tapering off towards the end of the experience so that the AAU is again in full charge by the last day.
 - d. Clarifying her/his responsibilities for making lesson plan, securing and organizing appropriate materials and other activities.
2. Early in the experience, allow the student teacher to teach targeted lessons that include an introduce modeling, student practice, monitoring, assessment, multiple transitions and self-reflection.
3. Provide the opportunity for the student teacher to experience using office and classroom equipment/technology, publisher materials, learning kits, and other available equipment and materials available for teaching.
4. Help the student teacher plan lessons; assessments and classroom management processes, discussing areas of strength and potential challenges in lessons, particularly as the related to the specific culture and learning needs of the class.
5. Avoid interrupting the student teacher's lesson to enforce discipline; expect the student teacher to handle it.
6. Keep communication open. Discuss often; encourage question from the student teacher; talk with her/him as a co-teacher. There should be a minimum of 60 cumulative minutes a week of discussion and debriefing time. Set aside time daily for this purpose.
7. Focus the student teacher on outcomes. Did the lesson achieve the outcome desired? How do you know? What went well? What could be improved?



8. Share ideas, observations and responsibilities; respect the student teacher's opinions. Encourage her/him to be creative; allow reasonable freedom to carry out ideas.
9. Create space in curriculum schedule for four weeks of solo instructional opportunity for the candidate.
10. Acquaint the student teacher with the school's testing program and the state STAR testing.
11. Acquaint the student teacher with parent conferences, IEP-504 & SST process, and other aspects of classroom, school and district communication and student support processes.
12. Make arrangements for the student teacher to observe or work with other teachers, classrooms, grade levels, during the final week of student teaching.
13. Arrange for some experience of playground, lunchroom or hall duty under the supervision of the regular supervisor.
14. Invite the student teacher to participate in all activities: PTA, class planning, staff meeting, and projects.

C. Evaluation

1. Take notes during early teaching observations; schedule regular conferences (recommend at least weekly) to discuss both areas of strength and areas of improvement for a lesson; give oral and written feedback.
2. Provide regular feedback about daily lessons and lesson plans.
3. Review and initial Weekly Student Teaching Log on a weekly basis.
4. Provide the teacher with three formal evaluations using the forms provided by AAU
 - a. Discuss ratings with the student teacher.
 - b. Discuss ratings with the university supervisor.
 - c. Email a copy or give a complete evaluation to AAU supervisor within 5 days of completing each evaluation.

CANDIDATE – STUDENT TEACHER

Student teaching is intended to help candidates make the transition from being a university student to assuming a role as a professional teacher. It necessitates applying the theories and practices a candidate has learned to the actual task of educating others.

Since student teaching is designed to be a learning experience, candidates should expect to grow gradually in the competencies required success in teaching. In order to grow, candidates must be free to try out the theories learned and the ideas reflected upon in field experiences and course work; candidates must be free to make mistakes. Freedom, as applied here, means freedom under the guidance of the CMT, whose first duty is to the student and their parents guarding the excellence of education

As a student teacher, candidates should interpret the comments and recommendations of everyone who assists them as suggestions for growth, not as personal criticism. Candidates will make mistakes, but can learn from them as well as from successes as they grow in personal and professional competence.

Student teaching will tax the candidates' physical and emotional energy and will be very time consuming. They should plan ahead for a manageable class load with minimal outside activities and responsibilities.



A. Professionalism

1. Maintain the highest standards of courtesy, cooperation and grooming/dress. Do not just meet expectations, EXCEED district standards. Professional dress and attitude are to always be maintained! Standards of professionalism include grooming and dress can be interpreted by the AAU supervisor.
2. Exhibit organization, initiative, enthusiasm, responsibility, and adaptability.

B. School

1. Be familiar with the school teaching site, the school community, and the social services, programs, and personnel of the school. Introduce yourself to the office staff!
2. Become acquainted with and support the philosophy, policies, channels of authority, classroom procedures, and co-curricular activities of the school district.

C. CMT

1. Work closely with the CMT, recognizing and respecting the position and authority of the teacher. Assume only the authority delegated.
2. Notify the CMT of absences. Get appropriate phone numbers.
3. Arrange time for regular observations and conferences with the CMT.
4. Complete the Weekly Student Teaching log and have CMT review and initial.
5. With guidance of the university supervisor and CMT, gradually undertake a full teaching load; begin by teaching small groups/short lessons. Continue close observations of students, detecting and becoming sensitive to individual characteristics.
6. Coordinate with the CMT to participate in extracurricular and professional activities such as staff meetings, in-service sessions, meetings with parents, lunchroom and hall duties.

D. Observations

1. Prior to each observation, provide the observer with a lesson plan, handouts, and seating chart which identifies all students and specifies the EL & SN students
2. Meet with the observer to debrief and reflect on the observation
3. Complete a lesson reflection

AAU SUPERVISOR

The AAU Supervisor is an essential specialist in the student teaching process. Many supervisors have taught for a number of years in public schools and have been school administrators and/or university professors. They are also familiar with TPEs and TPAs.

A university supervisor will be assigned to every student teacher. The supervisor is a critical liaison between the school and the university. The student teacher, CMT and supervisor should function as team to support the student teaching experiences. It is understood that the master teacher's primary responsibility is to facilitate the effective instruction and learning of his/her students. In that effort, early identification of strengths and the need areas of the student teacher candidate is critical.

University supervisors are not just observers and evaluators. They are instructional **resources**, facilitators and a support for the candidate and CMT.

A. Orientation

1. The supervisor will coordinate an Orientation Meeting with the school principal, CMT and candidate. If the logistics impact the coordination of such a meeting, the



supervisor will coordinate separate meeting with the principal and another with the master teacher and candidate.

B. Observations

- Lesson observation (45 – 60 minutes)
- Post-observation meeting (approx. 20 minutes) with student teacher and CMT
- Complete observational evaluation
- Observe a minimum of six times (in addition to informal procedural meetings).
- Lead a summative evaluation conference with Mentor teacher and Candidate