

# California Lutheran UNIVERSITY

## STUDENT TEACHING CONTRACT

This Agreement is made between California Lutheran University ("CLU") and Willaim S. Hart Union High School District ("Facility").

### RECITALS

A. CLU has established an approved program of special training entitled the Student Teacher Program, to provide initial teaching experience through supervised teaching to students enrolled in teacher training curricula (the "Program"); multiple and single subject and educational specialist initial credentials.

B. Program requires supervision and facilities where students can obtain the clinical learning experience required in the curriculum; and

C. Facility has the clinical setting, supervision, and equipment needed by Program trainees as part of their practical learning experience.

### TERMS

In consideration of the mutual promises and conditions in this Agreement and for good and valuable consideration, CLU and Facility agree as follows:

#### 1.0 Obligations of Facility.

1.1 Facility will provide suitable clinical learning experience and supervision consistent with the Program's curriculum and objectives in accordance with CLU's academic calendar. Clinical learning experience shall include supervised teaching in schools and classes of the Facility, not to exceed ten (10) semester units of supervised student teaching for up to 75 full time individual students during the academic year, and/or up to ten (10) CLU students possessing valid internship credentials and enrolled with CLU for supervised teaching in schools or classes of the Facility, and under the direct supervision and instruction of Facility's employees as agreed upon by duly authorized representatives of Facility and CLU. Professional development schools are exempt from the unit limitation.

1.2 Facility will designate appropriate personnel to coordinate the students' clinical learning experience in the Program. This will involve working with CLU faculty and staff to assign students to specific clinical cases and experiences, and include the students in selected conferences, clinics, courses, and programs conducted under the direction of Facility. "Supervised teaching" as used in the contract means active participation in the duties and functions of classroom teaching under the direct supervision and instruction of tenured employees of Facility holding valid professional clear credentials, authorizing them

to serve as classroom teachers in the school or classes in which the supervised teaching is provided. It is understood that in no case shall students in learning situations replace regular staff. CLU students enrolled in the clinical experience shall receive a minimum of fifteen (15) weeks of supervision, in conformity with Title 5, California Administrative Code, Sections 6130 (f) (2) and 6160 (f) (2). The clinical experience shall commence on the date the student presents the assignment card and attendant CLU documents to the designated Facility employee.

1.3 Facility will permit, on reasonable request, the inspection of clinical and related facilities by agencies charged with responsibility for accreditation of CLU's program.

1.4 Facility shall provide to the teacher candidate appropriate access to student records, including CELDT scores, IEP goals and objectives, and other student demographic data as required by CalTPA.

1.5 Facility will assist the teacher candidate in obtaining parent permission to use student work and the videotaping of lessons for the express purpose of CalTPA requirements.

1.6 Facility will recommend to CLU the withdrawal of a Program student if: (1) the achievement, progress, adjustment, or health of the student does not warrant continuation at Facility, or (2) the behavior of the student fails to conform to the applicable regulations of Facility. Facility will assist CLU, if necessary, in implementing this recommendation.

1.7 Facility reserves the right, exercisable in its discretion after consultation with CLU, to exclude any student from its premises in the event that such person's conduct or state of health is deemed objectionable or detrimental, having in mind the proper administration of said Facility.

1.8 Facility shall provide all equipment and supplies needed for clinical instruction at Facility.

1.9 Facility shall arrange for emergency care in case of illness or accident to any participating student. Participating students are responsible for providing their own health insurance.

## 2.0 Obligations of CLU.

2.1 CLU will provide and maintain the records and reports necessary for conducting the students' clinical learning experience.

2.2 CLU will withdraw a student from the clinical program at Facility if, after consultation with Facility personnel, CLU determines such action to be warranted.

2.3 CLU will prohibit the publication by the students, faculty, and staff members of any material relative to their clinical learning experience that has not been approved for release for publication by both Facility and CLU.

2.4 CLU, through Office of the Dean of the Graduate School of Education or Coordinator of Candidate Placement, after consultation with Facility, shall plan and oversee the educational program for student clinical experiences.

2.5 CLU will ensure that all candidates have passed subject matter competency, have been fingerprinted and issued a Certificate of Clearance, and have passed all state and university requirements prior to being placed in the classroom.

2.6 CLU will provide Facility with an annual announcement or description of the program, curriculum and objectives to be achieved at Facility, and the academic calendar of CLU.

2.7 Instructors and students at CLU will abide by the rules and policies of Facility while using its facilities.

### 3.0 Term.

3.1 This agreement will commence on August 1, 2020 and is valid for five years.

### 4.0 Application of Facility's Rules.

CLU students, during clinical training at Facility, will be under the jurisdiction of Facility officials for training purposes and will follow Facility rules to the extent that such rules directly relate to clinical training. CLU students will be expected to conduct themselves in a professional manner such that their attire and their appearance conform to the accepted standards of Facility.

### 5.0 Reservation of Rights: Placement.

CLU and Facility each reserve the right to withhold placement of Program students depending upon the availability of facilities and personnel to adequately provide a satisfactory field experience.

### 6.0 Insurance Hold Harmless.

6.1 CLU agrees to render a certificate of liability insurance to Facility indicating coverage of CLU and its agents, employees, and students for their acts, failure to act, or negligence arising out of or caused by the activity which is the subject of this Agreement.

6.2 Facility agrees that it will indemnify and hold harmless CLU, its servants, agents and employees, and any students acting as such, from any and all liability, damage, expense, causes of action, suits, claims, or judgments arising from injury to person(s) or personal property or otherwise which arises out of the act, failure to act, or negligence of

Facility, its servants, agents, or employees, in connection with or arising out of the activity which is the subject of this Agreement.

#### 7.0 Laws, Rules, and Regulations; Non-Discrimination.

7.1 Facility and CLU agree that neither will discriminate against any individual on the basis of age, sex, race, creed, color, sexual orientation, religious belief, national origin, disability, status as a disabled veteran, or veteran of the Vietnam era, and that Facility agrees to comply with all nondiscriminatory laws and policies that CLU promulgates and to which CLU is subject.

7.2 Facility agrees that it will abide by all applicable executive orders, federal, state and local laws, rules and regulations in effect as of the date of this Agreement, and as they may change or be amended from time to time, including, but not limited to, compliance with the Americans with Disabilities Act.

#### 8.0 Remuneration.

8.1 CLU shall pay Facility's supervising teachers for the performance of all services required to be performed under this contract at the rate indicated on the annual cooperating teacher agreement (see Appendix A).

8.2 Facility will not provide remuneration either in the form of pay or in kind to any employees of CLU for any services performed or activity required in connection with matters associated with this Agreement.

#### 9.0 Use of Name; Advertising.

Neither party shall use the other's name or any corporate or business name which is reasonably likely to suggest that the two parties are related, without first obtaining the written consent of the other-party.

#### 10.0 Termination

Either party may terminate this agreement upon 30 day's written notice to the other party except that if CLU terminates this agreement based on lack of funding, the 30 days' notice shall not apply. The notice required under this clause shall be sent by registered mail.

#### 11.0 Non-Assignment and Subcontracting.

Facility shall not assign, transfer, or contract for the furnishing of services to be performed under this Agreement without the written approval of CLU.

12.0 Entire Agreement; Modification.

This Agreement constitutes the entire understanding between the parties with respect to the subject matter hereof and may be modified only by a writing signed by both parties.

13.0 Governing Law.

This Agreement shall be governed by and construed under the laws of the State of California, which shall be the forum for any lawsuit arising from or incident to this Agreement.

14.0 Consideration.

Under the terms of this Agreement, neither party provides any compensation to the other party for services rendered under this agreement.

15.0 Severability.


In the event one or more clauses of this Agreement are declared illegal, void or unenforceable, that shall not affect the validity of the remaining portions of this Agreement.

16.0 Waiver.

The failure of either party to exercise any of its rights under this Agreement for a breach thereof shall not be deemed to be a waiver of such rights, and no waiver by either party, whether written or oral, express or implied, of any rights under or arising from the Agreement shall be binding on any subsequent occasion; and no concession by either party shall be treated as an implied modification of the Agreement unless specifically agreed in writing.

IN WITNESS WHEREOF, the authorized representatives of the parties have executed this Agreement on this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

California Lutheran University:

By:   
(Signature)

Karen Davis  
(Printed Name)

V.P. for Administration & Finance  
(Title)

William S. Hart Union High School District:

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Title)

## Appendix A

California  
Lutheran  
University

### Cooperating Teacher Agreement

60 W. Olsen Road #4100  
Thousand Oaks, CA 91360

Have you been paid by Californian Lutheran University as a Cooperating Teacher in the past? ☐ ☐ ☐

Click this link → [W-9 IRS fillable form](#) ← to complete a W9 form.

Note this will take you to the IRS official site to complete a W-9. You will need to complete, print, physically sign, and scan the form to your computer so that you can attach it to this form. Closing the IRS TAB will return you to this form.

Do not use the back arrow on the IRS site. Do not close the tab that you are using to complete this form. If you close the Cooperating Teacher Request Form tab, you will need to start over.

You must print and physically sign the W-9 form. The Business Office cannot accept an E-Signature on a W-9 form. Once you have printed and signed the W-9 form, you can either scan and save it to your computer and attach the file here or send the signed paper W-9 form to The California Lutheran University Graduate School of Education Administrative Assistant, Clarisse Lincir. The fax number and mailing address will be sent to you in an email after you submit this form.

W-9 Form:

Cooperating Teacher Name:  Semester:  Year:   
Name of School:  Grade:   
District:  CLU-Trained\*

\*Attended CLU Cooperating  
Teacher orientation training

I agree to provide supervision of teacher candidates. I have reviewed the Cooperating Teacher Handbook on the CLU website at <http://www.calutheran.edu/education/faculty/learning-and-teaching/>

I understand that the Teacher Candidate needs experience with many aspects of classroom organization, management, and curriculum, including (but not limited to) the following:

- Student assessment in reading, writing, math and science or IEP/504 plan (multiple subject)
- Student assessment in reading and content area or IEP/504 plan (single subject)
- Instruction based on state content standards
- Opportunity to use technology in instruction
- Access to both English learning and special needs students to complete State and university requirements and assignments
- Access to focus students' cumulative files in order to complete credential requirements
- Lesson planning in all curricular areas including integration of subjects
- Grouping students for skill, heterogeneity, interest, level, or IEP/504
- Differentiating lesson plans and assessments to meet the needs of all students
- Manipulative and resource materials for reading, math, science, or special materials for adaptations and accommodations listed in IEP/504 plans
- Classroom library organization including leveled readers, age appropriate, culturally diverse literature in a variety of genres, and expository texts
- Resources of school: resource, reading lab, computer lab, etc.
- Grade level, faculty meetings, in-service, parent conferences, and IEP/504 meetings when appropriate
- Allow the video taping of a lesson in order to complete State credential requirements (Permission forms will be obtained from parents if students are included in the video.)

☐ By checking this box I affirm that I Agree and Understand the requirements for cooperating teacher participation listed above.

In order to provide better service to cooperating teachers, this form is required and for internal use only. For questions, please contact the Department of Learning and Teaching at (805) 493-3423.

|  |                                     |                                    |   |
|--|-------------------------------------|------------------------------------|---|
| Semester: <input type="text" value="- Please Select -"/>   | Year: <input type="text"/>          | Methods <input type="text"/>       | Full Time Student Teaching <input type="text"/> |
| Student Name: <input type="text"/>   |                                     |                                    |   |
| Supervisor: <input type="text"/>   |                                     |                                    |   |
| Cooperating Teacher: <input type="text"/>  | Soc. Sec.# <input type="text"/>     |                                    |   |
| <small>REQUIRED FOR STIPEND PAYMENT</small>  |                                     |                                    |   |
| Home Address: <input type="text"/>   |                                     |                                    |   |
| City: <input type="text"/>   | State: <input type="text"/>         | Zip: <input type="text"/>          |   |
| Previous Address: <input type="text"/>   |                                     |                                    |   |
| Home Phone: <input type="text"/>   | Work Phone: <input type="text"/>    |                                    |   |
| E-mail address: <input type="text"/>   |                                     |                                    |   |
| Education: Degree <input type="text" value="??"/> <input checked="" type="checkbox"/> Major <input type="text"/> | University <input type="text"/>     | Date <input type="text"/>          |   |
| Degree <input type="text" value="??"/> <input checked="" type="checkbox"/> Major <input type="text"/>            | University <input type="text"/>     | Date <input type="text"/>          |   |
| Other <input type="text"/>   |                                     |                                    |   |
| Have you ever attended Cal Lutheran? <input type="text" value="- Please Select -"/>                              |                                     |                                    |   |
| Credential(s) Held: <input type="text"/>   | Elementary <input type="checkbox"/> | Secondary <input type="checkbox"/> | Ed. Spec <input type="checkbox"/>               |
| Other subjects: <input type="text"/>   |                                     |                                    |   |
| School Name: <input type="text"/>  |                                     |                                    |   |
| School Address: <input type="text"/>   |                                     |                                    |   |
| City: <input type="text"/>   | Zip: <input type="text"/>           |                                    |   |
| Principal: <input type="text"/>  | School Phone: <input type="text"/>  |                                    |   |
| Stipend: <input type="text"/>  |                                     |                                    |   |
| Cooperating Teacher Signature <input type="text"/>   | Date: <input type="text"/>          |                                    |   |