



Board Agenda Item #	Agenda # II B- Consent Agenda
Date:	08/09/2018
To:	Magnolia Board of Directors
From:	Gokhan Serce, Principal
Staff Lead:	Alfredo Rubalcava, CEO & Superintendent
RE:	San Diego State University & MSA- San Diego - Student Teacher Agreement

Proposed Board Motion

I move that the board allow the MSA- San Diego Principal or designated staff member to sign the Students Teacher Agreement between San Diego State University and MSA-San Diego pending final legal review.

Introduction

- SDSU and MSA-San Diego partnered in the past to provide opportunities to student teachers to work directly with MSA-San Diego students under MSA-San Diego teachers' supervision. With this partnership MSA-San Diego provides support to teacher candidates.

Background

- MSA-San Diego and SDSU had an agreement in the past and this is a renewal of the agreement.

Budget Implications

N/A

Exhibits (attachments):

SDSU - Student Teacher Agreement

STUDENT TEACHING AGREEMENT

This Agreement entered into by and between the Trustees of the California State University on behalf of San Diego State University, referred to as "University", noted below, and the Charter School, noted below, hereinafter called the "School";

WITNESSETH

WHEREAS, The School is authorized to enter into agreements with the University, to provide teaching experience through practice teaching to students enrolled in teacher training curricula of the University; and

WHEREAS, any such agreement may provide for the payment for the services rendered by the School of an amount not to exceed the actual cost to the School of the services rendered; and

WHEREAS, it has been determined between the parties hereto that the payments to be made to the School under this agreement do not exceed the actual cost to the School of the services rendered by the School; and

WHEREAS, the honorarium or payment provided herein is intended to be transmitted promptly by the School to the supervising teacher as compensation for and recognition of services performed for the student teacher in the supervisory teacher's charge;

SPECIAL PROVISIONS

NOW, THEREFORE, it is mutually agreed between the University and the School as follows:

The University and the School are as follows:

SAN DIEGO STATE UNIVERSITY;

MAGNOLIA SCIENCE ACADEMY of SAN DIEGO COUNTY.

THE TERM of the Agreement is from JULY 1, 2018 to JUNE 30, 2023.

The SERVICES to be provided by School to University shall include 100 Semester Units of Practice Teaching or ----- Quarter Units of Practice Teaching.

The University shall pay School for such services at the RATE AND AMOUNT of \$16.67 per quarter unit, and \$25.00 per semester unit.

This Agreement may be increased/decreased by written approval from the University.

GENERAL TERMS

1. The School shall provide University students practice teaching experience in schools /classes of the School not to exceed the units of practice teaching set forth in the Special Provisions. Such practice teaching shall be provided in schools/classes of the School, and under the direct supervision and instruction of employees of the School, as the School and University through their duly authorized representatives may agree upon.

The School may, for good cause, refuse to accept for practice teaching any student of the University assigned to practice teaching in the School, and upon request of the School, made for good cause, the University shall terminate the assignment of any student of the University to practice teaching in the School.

"Practice teaching" as used herein and elsewhere in this agreement means active participation in the duties and functions of classroom teaching under the direct supervision and instruction of employees of the School holding valid life diplomas or credentials issued by the State Board of Education, other than emergency or provisional credentials, authorizing them to serve as classroom teachers in the schools or classes in which the practice teaching is provided.

2. The University will pay the School for the performance by the School of all services required to be performed under this agreement at the rates set forth in the Special Provisions for each semester or quarter unit of practice teaching.

A semester unit of practice teaching for elementary and secondary schools is approximately twenty (20) minutes of practice teaching daily for five (5) days a week for eighteen (18) weeks. A quarter unit of practice teaching is two-thirds (2/3) of a semester unit. For community colleges and/or adult schools, a semester unit is approximately twenty (20) minutes of practice teaching daily three (3) days a week for eighteen (18) weeks during regular session.

3. An assignment of a student of the University to practice teach in schools or classes of the School shall be, at the discretion of the University, either for approximately nine (9) weeks or for approximately eighteen (18) weeks, but a student may be given more than one assignment by the University to practice teaching in such schools or classes.

The assignment of a student of the University to practice teach in the School shall be deemed to be effective for purposes of this agreement as of the date the student presents to the proper authorities of the School the assignment card or other document given the student by the University effecting such assignment, but not earlier than the date of such assignment as shown on such card or other document.

In the event the assignment of a student of the University to practice teach is terminated by the University for any reason, the School shall receive payment on account of such student except that if such assignment is terminated before the end of the ninth week of the term of the assignment, the School shall receive payment for an assignment for nine (9) weeks only. If a student is assigned by the University to another teacher of the School after an assignment has become effective, this shall be considered for payment purposes as an entirely new and separate assignment.

Absences of a student from assigned practice teaching shall not be counted as absences in computing the semester units of practice teaching provided the student by the School.

4. Within a reasonable time following the close of each semester or quarter of the University, the School shall submit an invoice to the University for payment, at the rate provided herein, for all units of practice teaching provided by the School under and in accordance with this agreement during said semester or quarter. The School shall attach to the invoice a certificate executed by a duly authorized representative of the School certifying that the School expended or became obligated to expend in providing such practice teaching an amount not less than the amount of the invoice. The University will pay the amount of such invoice from moneys made available for such purpose by or pursuant to the laws of the University.

5. Notwithstanding any other provisions of this agreement, the University shall not be obligated by this agreement to pay the School any amount in excess of the total sum set forth in the Special Provisions.

The attached General Provisions, consisting of one page, is incorporated by reference and made a part of this agreement.

STATE OF CALIFORNIA
Trustees of The California State University

Michelle Tanner, Buyer II Lead Date

CHARTER SCHOOL

Signature Date

Name (Please print)

Title (CEO or Designee)

School

CERTIFICATION

I, the duly appointed and acting Clerk or Secretary of the Governing Board of the School listed below, do hereby certify that the following is a true and exact copy of a portion of the Minutes of the regular meeting of said Board held on _____, 20____.

(Month, Day)

"It was moved, seconded and carried that the attached contract with the Trustees of the California State University, whereby the University may assign students to the School for practice teaching, be approved; and the School is hereby authorized to execute the same."

School

County

Signature Date
(Clerk or Secretary of the Governing Board of the School)

Name (Please print)

INTERNAL NOTES:

44001-000-66045-0000-1006-2401-0000 (2018/2019) \$500.00
 44001-000-66045-0000-1006-2401-0000 (2019/2020) \$500.00
 44001-000-66045-0000-1006-2401-0000 (2020/2021) \$500.00
 44001-000-66045-0000-1006-2401-0000 (2021/2022) \$500.00
 44001-000-66045-0000-1006-2401-0000 (2022/2023) \$500.00

COLLEGE OF EDUCATION - SCHOOL OF TEACHER EDUCATION / ALYSSA ANCHETA;
 COLLEGE OF HEALTH & HUMAN SCIENCES - SCHOOL OF SPEECH LANGUAGE AND HEARING SCIENCES / JANET PARK

General Provisions

Indemnification

The School shall be responsible for damages caused by the negligence of its directors, officers, agents, employees and duly authorized volunteers occurring in the performance of this agreement. The University shall be responsible for damages caused by the negligence of its directors, officers, employees and duly authorized volunteers occurring in the performance of this agreement. It is the intention of the School and the University that the provision of this paragraph be interpreted to impose on each party responsibility for the negligence of their respective directors, officers, employees and duly authorized volunteers.

Insurance

The School shall procure and maintain General Liability Insurance, comprehensive or commercial form with \$1,000,000.00 minimum limit for each Occurrence and minimum limit of \$2,000,000.00 General Aggregate, as mutually agreed upon for this placement.

The University has elected to be insured for its General Liability exposure through the self-insured CSU Risk Management Authority.

The University has elected to be self-insured for its vehicle liability and Workers' Compensation and property exposures. As a State agency, the California State University, Office of the Chancellor, the Trustees, and the CSU system of campuses are included in this self-insured program.

The University shall provide professional, personal general liability, and educator's errors and omissions liability coverage for students enrolled in Nursing, Allied Health, Social Work, or Education credential programs performing community service or volunteer work for academic credit, through the Student Professional Liability Insurance Program (SPLIP). The coverage limits under this program are \$2,000,000.00 for each Loss and \$4,000,000.00 Aggregate for all Covered Parties, and not per student. Any affiliate institution to whom the Named Insured is obligated by written agreement to provide such coverage as is afforded by this policy, shall be named as an additional insured.

Status of Students

Students shall at no time throughout this agreement be considered officers, employees, agents or volunteers of the University.

Governing Law

All contracts and purchase orders shall be construed in accordance with, and their performance governed by, the laws of the State of California. Further, School shall comply with any state or federal law applicable to community-based organization's performance under this Contract.

Assignments

Without written consent of the CSU, this agreement is not assignable by the School either in whole or in part.

Agreement Alterations & Integration

No alteration or variation of the terms of the agreement shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein shall be binding on any of the parties hereto.

Endorsement

Nothing contained in this Agreement shall be construed as conferring on any party hereto any right to use the other party's name as an endorsement of product/service or to advertise, promote or otherwise market any product or service without the prior written consent of the other parties. Furthermore nothing in this Agreement shall be construed as endorsement of any commercial product or service by the University, its officers or employees.

Survival

Upon termination of this contract for any reason, the terms, provisions, representations and warranties contained in this agreement shall survive expiration or earlier termination of this agreement.

Severability

If any provision of this agreement is held invalid by any law, rule, order of regulation of any government or by the final determination of any state or federal court, such invalidity shall not affect the enforceability of any other provision not held to be invalid.

Entire Agreement

This agreement constitutes the entire agreement and understanding of the parties with respect to the subject matter hereof and supersedes all prior agreements, arrangements, and understandings with respect thereto. No representation, promise, inducement, or statement of intention has been made by any party hereto that is not embodied herein, and no party shall be bound by or liable for any alleged representation, promise, inducement, or statement not set forth herein.



To: Magnolia Public Schools
From: Patrick Ontiveros, MPS General Counsel
Date: August 8, 2018

RE: Student Teacher Agreement Between Magnolia Science Academy- San Diego and San Diego State University

Magnolia Public Schools General Counsel acknowledges that he has read and reviewed the contract/memorandum pertaining to the above matter.

A handwritten signature in blue ink that reads "Patrick Ontiveros".

Patrick Ontiveros
MPS General Counsel

A handwritten date in blue ink that reads "8/8/2018".

Date

A handwritten signature in blue ink that reads "Alfredo Rubalcava".

Alfredo Rubalcava
MPS CEO & Superintendent

A handwritten date in blue ink that reads "8/8/2018".

Date