



Santa Barbara SCHOOL DISTRICTS

720 Santa Barbara Street, Santa Barbara, CA 93101
Phone (805) 963-4338, Fax (805) 965-9561

Date: September 9, 2009
To: Dr. J. Brian Sarvis, Superintendent
From: Dr. Kristine L. Robertson
Subject: **Approval of the Student Teaching Agreements with Antioch University**
Consent Agenda: X

Background

The Santa Barbara School Districts has received a request from Antioch University for the approval of our ongoing student teaching partnership for the 2009-2010 school year. The two agreements cover the period of time from October 1, 2009 to October 31, 2010. The student teachers from this institution are assigned to participate in the duties and functions of classroom teaching under the direct supervision of an elementary or secondary teacher from any one of our district schools.

Plan:

Please find attached two Student Teaching Agreements covering both elementary and secondary school sites. It is anticipated that Antioch will have student teaching candidates for us to place starting October 1, 2009.

Fiscal Impact

None

Recommendation

It is recommended that the board accept the elementary and secondary student teaching agreements with Antioch University.

Attachment(s)?	<input checked="" type="checkbox"/>	Yes (if so, please attach)	<input type="checkbox"/>	No	<input type="checkbox"/>	Powerpoint	<input type="checkbox"/>	Overhead	<input type="checkbox"/>	Consultant
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Antioch University Santa Barbara
Master of Arts in Education and Teacher Credentialing Program

STUDENT TEACHING AGREEMENT

This agreement is entered into as of the last date on page four by and between Antioch University Santa Barbara, a California non-profit public benefit corporation (the "University"), and Santa Barbara Elementary School District, a government entity (the "District"), with reference to the following facts:

ARTICLE I
RECITALS

1.1 Section 35160 of the California Education Code provides that, 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 (the "Commission") is not inconsistent with the purposes for which school districts are established.

1.3 The University is accredited by the Western Association of Schools and Colleges (WASC), and the Commission has approved its education credential programs.

1.4 The University desires that the District provide student teaching experiences to students enrolled in the University's professional preparation curriculum. The District agrees to provide such student teaching on the terms and conditions specified in this Agreement.

ARTICLE 2
DEFINITIONS

2.1 "Student" shall refer to a student enrolled in a program at the University that is approved by the Commission and which leads to a teaching credential.

"Cooperating Teacher" shall refer to an employee of the District holding a valid appropriate teaching credential issued by the Commission typically with two or more years of teaching experience in grades K-6 or special education. The Cooperating Teacher will hold either a Multiple Subject or Education Specialist Mild/Moderate credential commensurate with the program assignment and the credential, which is being earned by the student teacher.

2.2 "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 Cooperating Teachers.

2.3 "Student Teaching Assignment" shall typically refer to a part or full day of Student Teaching four days a week under the direct supervision of a Cooperating Teacher. Student Teaching Assignments shall satisfy all requirements of the Commission. The fall student teaching assignment begins on the first day of school and ends just prior to the winter vacation. The spring placement is from January through the end of the academic school year.

ARTICLE 3 TERMS AND CONDITIONS

3.1 The District shall provide University students with Student Teaching experience in schools and classes of the District under the direct supervision and instruction of a Cooperating Teacher. The University and the District from time to time shall agree as to the number of students assigned to the District for Student Teaching.

3.2 District Determination. The District may refuse to accept, or may terminate any Student assigned to the District for Student Teaching based upon its good faith determination that the Student is not performing to the standards of the District. Upon written notification by the District, the University shall promptly terminate the Student's assignment to the District.

3.3 University Determination. The University shall determine the number of units of Student Teaching each Student shall receive. Students shall be able to be eligible for more than one Student Teaching Assignment in the District.

3.4 Stipend Payment. The University shall reimburse the District for the cost of Student Teaching services rendered by the District by paying \$200.00 for each full Student Teaching Assignment, or directly pay the Cooperating Teacher. The District agrees that the issuance of the stipend to the Cooperating Teacher will not render the Cooperating Teacher an employee or agent of the University.

3.5 Termination of Assignment. In the event a Student Teaching Assignment is terminated before it is completed, the District, or teacher, shall receive prorated reimbursement of costs at the rate provided in Article 3.4 unless the assignment was terminated before the end of the fourth week of the assignment in which case no reimbursement will be made.

3.6 Representations. The University represents that all Students assigned to the District for Student Teaching are validly enrolled in the University teacher credentialing program approved by the Commission. Nothing in this Agreement

shall be construed as delegation by the District to the University of any of the District's duties and responsibilities for operation or supervision of the schools or classes of the District.

ARTICLE 4 GENERAL PROVISIONS

4.1 Term. This Agreement shall commence as of the date hereof 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 Students receiving Student Teaching from the District as of the date of such notice be permitted to complete their Student Teaching Assignment.

4.2 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.

4.3 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 service, postage pre-paid, addressed to the addresses on page four hereof, or to such other address or to such other person as any party hereto shall designate to the other for such purposes in the manner herein above set forth. 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.

4.4 Integration Clause. This Agreement contains the entire agreement between the parties relating to the transitions contemplated hereby and all prior or contemporaneous agreements, 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.

4.5 General Provisions. This Agreement (i) shall be binding upon and inure 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 counter-parts, 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 laws of the State of California, and (iv) has been executed at the District as of the last date set forth.

SIGNATURE

SCHOOL DISTRICT
Santa Barbara Elementary School District

ANTIOCH UNIVERSITY
Santa Barbara

By _____
District Representative Signature

By *Michele Britton Bass*
Michele Britton Bass, Ed.D.
Program Chair

Name, Title Typed or Printed

Date _____

Date *Sept. 2, 09*

District Address/Telephone:
720 Santa Barbara Street
Santa Barbara, CA 9310
805 963-4331

University Address:
801 Garden Street
Santa Barbara, CA 93101
805 962-8179

Agreement Period: October 1, 2009 – October 31, 2010

Antioch University Santa Barbara

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SIGNATURE

SCHOOL DISTRICT
Santa Barbara Elementary School District

ANTIOCH UNIVERSITY
Santa Barbara

By _____
District Representative Signature

By 
Michele Britton Bass, Ed.D.
Program Chair

Name, Title Typed or Printed

Date _____

Date Sept - 2, 09

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