



Teacher Preparation Clinical Practice Agreement

This Agreement ("Agreement") is between the Trustees of the California State University on behalf of California State University San Marcos ("University") and _____ ("District"). District and University are collectively referred to herein as the "Parties" or individually as a "Party." This Agreement shall be effective as of the date of the last Party's signature below.

WHEREAS, District is authorized to enter into agreements with University, to provide teaching experience through clinical practice to teacher candidates enrolled in teacher training curricula of University (each, a "Teacher Candidate") and,

WHEREAS, the honorarium or payment provided herein is intended to be transmitted promptly by the District to the cooperating teacher and/or onsite liaison as compensation for and recognition of services performed for the Teacher Candidate in the cooperating teacher's and/or onsite liaisons charge. In consideration of the mutual promises set forth below, the Parties agree as follows:

1. This Agreement will become effective as of the date of the last Party's signature below and continue for a period of five (5) years. The Agreement may be terminated for any reason by either Party upon providing the other Party thirty (30) days written notice of the intent to terminate. If District terminates this Agreement, it will permit any Teacher Candidate working at District at the time of termination to complete their work. The Agreement may be renewed beyond the initial five (5) year term upon the mutual written consent of both Parties.
2. District shall provide University's Teacher Candidates with a teaching experience through clinical practice in schools and classes of District as set forth herein. Clinical practice shall be provided in schools or classes of District and under the direct supervision and instruction of employees of District, as agreed upon in advance by duly authorized representatives of District and University. District may, for good cause, refuse to accept for clinical practice any Teacher Candidate of University assigned to District, and, upon the request of District, University shall terminate the assignment of said Teacher Candidate. District shall provide University with adequate written notice, but in no event less than fifteen (15) days prior notice, of its refusal to accept a Teacher Candidate and the good cause justifying such refusal to ensure University has the opportunity to place the Teacher Candidate elsewhere.
3. "Clinical practice" as used herein and elsewhere in this agreement means active participation in the instructional duties and functions under the direct supervision and instruction of employees of District holding valid, clear credentials in the appropriate area(s) of authorization issued by the State Board of Education and duly verified by Parties. All services provided under this Agreement shall be per the California Commission on Teacher Credentialing specifications and requirements for the applicable program.

4. District may request University to withdraw any Teacher Candidate who District determines is not performing satisfactorily, refuses to follow District's administrative policies, procedures, rules and regulations or violates any federal or state laws. Such requests must be in writing and must include a statement as to the reason or reasons why District desires to have the Teacher Candidate withdrawn. University shall respond to said request within five (5) days of receipt of same.
5. Teacher Candidate's participation in the teaching experience at District shall terminate upon a Teacher Candidate's discontinuance of the credential program. The definition of credential program is set by the CTC accrediting body.
6. The assignment of a University Teacher Candidate for clinical practice in District shall be deemed to be effective for purposes of this Agreement upon a mutually agreed upon start date based on the District's academic calendar.
7. University shall pay the District a reasonable fee to compensate for the services of the cooperating teacher and/or onsite liaison according to University's then applicable fee schedule. Cooperating Teachers will be paid a prorated amount based on the percentage of the term completed if a Teacher Candidate or Cooperating Teacher is not able to complete the term. District shall be provided University's fee schedule upon request. District shall be paid within thirty (30) days following the last day of each semester.
8. Teacher Candidates shall not be considered officers, employees, representatives, agents or volunteers of the University.
9. University, at a minimum, will advise Teacher Candidates that the University does not assume any financial responsibility in the event the Teacher Candidate is injured or becomes ill as a result of the Teacher Candidate's participation in the credential program at District.
10. Parties shall meet upon request or as necessary to resolve any potential conflicts and to facilitate a mutually beneficial experience for all involved.
11. District shall provide an orientation to all Teacher Candidates that includes a site tour; an introduction to staff; a description of the characteristics of and risks associated with District's operations, an introduction to services and/or clients/student population; a discussion concerning safety policies and emergency procedures; and information detailing where Teacher Candidates check-in and how they log their time.
12. The cooperating teacher shall meet with the Teacher Candidate regularly to facilitate the Teacher Candidate's learning experience, provide support, review progress on assigned tasks, verify service hours and give feedback.
13. District shall evaluate the Teacher Candidate if requested by the University, and promptly contact the University if the Teacher Candidate fails to perform assigned tasks or refuses to follow District's administrative policies, procedures, rules and regulations or violates any federal or state laws.
14. District is aware of and informed about the hazards currently known to be associated with the novel coronavirus referred to as "COVID-19". District is familiar with and informed about the Centers for Disease Control and Prevention ("CDC") current guidelines regarding COVID-19 as well as applicable federal, state, and local governmental directives regarding COVID-19. District, to the best of its knowledge and belief, is in compliance with those current CDC guidelines and applicable

governmental directives. If the current CDC guidelines or applicable government directives are modified, changed or updated, District will take steps to comply with the modified, changed or updated guidelines or directives.

If at any time District becomes aware that it is not in compliance with CDC guidelines or an applicable governmental directive, it will promptly notify University of that fact. Notwithstanding any other provision of this Agreement, University may terminate this Agreement effective immediately without penalty if it deems District is not in compliance with those current CDC guidelines and applicable governmental directives

15. District shall notify the University as soon as is reasonably possible of (i) any injury or illness to an Teacher Candidate; or (ii) a Teacher Candidate's request for a disability related accommodation that District is unable or unwilling to accommodate and provide the University with a copy of the rationale upon request.
16. Each Party agrees to maintain professional and commercial general liability coverage of at least \$1,000,000 per occurrence, \$2,000,000 aggregate and to provide evidence of coverage upon request. Insurance must be placed with insurers with a current A.M. Best rating of at least A: VII.

University will provide the Teacher Candidates with general, professional and educator's errors and omissions liability coverage in the amount of \$1,000,000 per occurrence, \$3,000,000 general aggregate.

17. Indemnification
 - a) District shall indemnify, defend, and hold harmless the State of California, the Board of Trustees of the California State University, California State University San Marcos, the California State University San Marcos Corporation, Associated Students, Inc., California State University San Marcos Foundation and their respective officers, employees, representatives, agents or volunteers from any and all liability for any personal injury, damages, wrongful death, or other losses and costs, including, but not limited to, reasonable attorneys' fees and defense costs, arising out of the negligence or willful misconduct of District or its respective officers, employees, representatives, agents or volunteers in the performance of this Agreement.
 - b) This section 17 will survive expiration or termination of this Agreement.
18. University and District shall keep confidential at all times any and all information and personal data received from the other Party relating to teaching strategy, students, employees and tutors, and their performance and progress. Unless required by law, no deaggregated personal data received from the other Party will be divulged to any third Party without the prior written approval of the individual to whom such personal data relates. Disclosure of confidential information as required by court order, law or other governmental regulation shall not constitute a breach of this Agreement. University is legally mandated to provide records in response to a request for records under the California Public Records Act (Cal. Gov. Code section 6250, *et seq.*), and/or the Richard McKee Transparency Act of 2011 (Cal. Edu. Code section 72690, *et seq.*), unless such information falls under an exemption provided for under California or other applicable law. The disclosure of information pursuant to University's obligations under the Public Records Act, McKee Act, and/or other lawful process (i.e. a lawful subpoena) shall not constitute a violation of this Agreement. The University is, and District may be, subject to various privacy, freedom of information and public records laws, and the University and District agree that they will co-operate and provide all necessary assistance in

order to comply with these legal obligations. District shall familiarize itself with student privacy laws (FERPA) and adhere to it accordingly.

- 19. The Parties agree that all Teacher Candidates receiving clinical training pursuant to this Agreement shall be selected without discrimination on account of race, color, religion, national origin, ancestry, disability, marital status, gender, sexual orientation, age, veteran, or other applicable legally protected status. Further, the Parties agree to comply with all applicable federal, state and local laws and regulations, including but not limited to laws that prohibit discrimination, harassment, sexual misconduct, and retaliation. The District also agrees to comply with University policies governing discrimination, harassment, sexual misconduct, and retaliation, which are set forth in CSU Executive Orders 1095-1097, as revised from time to time. Any violation of applicable law or CSU policy is grounds for the immediate termination of the Agreement.
- 20. The validity, interpretation, and performance of this Agreement shall be governed by and construed in accordance with the laws of the State of California. The Parties agree that all actions or proceedings arising in connection with this Agreement shall be tried and litigated exclusively in the state courts located in the County of San Diego, State of California.
- 21. Any notices required by this Agreement will be deemed to have been duly given if communicated in writing to the following individuals at the following contact information.

TO UNIVERSITY:

Maria Froehle
 Contract Analyst
 California State University San Marcos
 333 S. Twin Oaks Valley Road
 San Marcos, CA 92096-0001
mfroehle@csusm.edu
 760.750.4468

TO DISTRICT:

Name _____
 Title _____
 District Name _____
 Address _____
 City, State, Zip _____
 Email _____
 Phone # _____

- 22. Nothing contained in this Agreement confers on either Party the right to use the other Party's name without prior written permission, or constitutes an endorsement of any commercial product or service by the University.
- 23. This Agreement may be amended upon mutual consent of University and District.
- 24. Without written consent of University, this agreement is not assignable by District either in whole or in part.

- 25. Upon termination of this Agreement for any reason, the terms, provisions, representations and warranties contained in this Agreement shall survive expiration or early termination of this Agreement.
- 26. 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 hereto. 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 or inducement or statement not set forth herein.

CERTIFICATION

I, the duly appointed and acting Clerk or Secretary of the Governing Board of the School District 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

Date

"It was moved, seconded and carried that the attached contract with the Trustees of The California University, whereby the University may assign Teacher Candidates to the school in the School District is hereby authorized to execute the same."

District

County

By _____
Clerk, secretary (strike one) of the Governing Board of the School District

By _____ Date _____

Maria Froehle
Contract Analyst
California State University San Marcos