



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. In consideration of the mutual promises set forth below, the Parties agree as follows:

WHEREAS, the 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 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.

1. This Agreement will be in effect from July 1, 2020 to June 30, 2021. University shall have the option to extend this Agreement for an additional term of four (4) years. University shall exercise this option by written amendment to this Agreement signed by both Parties. 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 the District terminates this Agreement, it will permit any student working at the District at the time of termination to complete their work. The Agreement may be renewed upon the mutual written consent of both Parties.
2. The District shall provide University teacher candidates with a teaching experience through clinical practice in schools and classes of the District as set forth herein. Clinical practice shall be provided in schools or classes of the District and under the direct supervision and instruction of employees of the District, as agreed upon in advance by duly authorized representatives of District and University. The District may, for good cause, refuse to accept for clinical practice any teacher candidate of University assigned to the District and, upon the request of the 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 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 the 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 Commission for 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 shall terminate upon a teacher candidate's discontinuance of the credential program.
6. The assignment of a University teacher candidate for clinical practice in the District shall be deemed to be effective for purposes of this agreement as of the date University has set with the District.

University shall pay the District a reasonable fee to compensate for the services of the Cooperating Teacher and/or Onsite Liaison. 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.

7. Teacher candidates shall not be considered officers, employees, agents or volunteers of the University.
8. 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 student(s) 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.

9. Indemnification
 - a) District shall indemnify, defend, and hold harmless the State of California, Board of Trustees of the California State University, CSU, and their respective officers, agents and employees from any and all claims and losses accruing or resulting to any other person, firm or corporation furnishing or supplying work, service, materials or supplies in connection with the performance of this Contract, and from any and all claims and losses accruing or resulting to any person, firm or corporation related to, arising out of or resulting from District's performance of this Contract.
 - b) This Section will survive expiration or termination of this Agreement.
10. University and District shall keep confidential at all times any and all information and personal data received from the other relating to teaching strategy, students, employees and tutors, and their performance and progress. Unless required by law, no 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 law. The disclosure of information pursuant to University's obligations under the Public Records Act and/or McKee Act 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.

- 11. 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, or veteran 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. Any violation of applicable law or CSU policy is grounds for the immediate termination of the Agreement.
- 12. 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.
- 13. Any notices required by this Agreement will be deemed to have been duly given if communicated in writing to the following individuals.

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: _____
 Address: _____
 City, State, Zip: _____
 Email: _____
 Phone #: _____

- 14. 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.
- 15. This Agreement may be amended upon mutual consent of University and the District.
- 16. Without written consent of University, this agreement is not assignable by the District either in whole or in part.

- 17. 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.
- 18. 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