CLINICAL PRACTICE AGREEMENT
BETWEEN
_____
AND
THE TRUSTEES OF THE CALIFORNIA STATE UNIVERSITY

Includes all SDSU CTC approved programs
(Preliminary MS, Preliminary SS, Preliminary ES, Preliminary PK-3 ECE, Preliminary Administrative Services, PPS: School Counseling, PPS: School Psychology, PPS: School Social Work, Speech Language Pathology)

This Clinical Practice Agreement ("Agreement") is made this ___ day of ___, 202_ by and between the Trustees of the California State University on behalf of San Diego State University, hereinafter called the ("University") and _____, hereinafter called the ("District") (together sometimes referred to as the "Parties").

RECITALS

Pursuant to the provisions of Section 44320(b) of the California Education Code, postsecondary institutions that offer programs of professional preparation are encouraged to collaborate with school districts, county offices of education, and professional organizations in the design and delivery of local programs.

University is an institution of higher learning authorized pursuant to California law to offer fully accredited educator preparation programs and to maintain classes and such program at District for the purpose of providing training for its students in such classes.

District provides learning environments which are appropriate for University's educator preparation program ("Program"). As available, student clinical practice experiences may be offered for the educator preparation program based on district capacity each year.

The maximum number of University students who may participate in the Program, the types of clinical practice experiences available during each training period, the starting date and length of each Program training period shall be mutually agreed by the Parties at least 30 days before the training period begins.

The purpose of this Agreement is to set forth the terms and conditions pursuant to which the Parties will institute the Program at the District.

In consideration of the foregoing and of the mutual promises set forth herein, the University and District agree as follows:

I. GENERAL TERMS

A. The District shall provide clinical practice experience to said University students through

experiences in schools and classes of the District, and under the direct supervision and instruction of District employees, who have been recommended by site administration, have a minimum of 3 years of P-12 experience, have been approved by the District, and hold valid, clear credentials in the appropriate area(s) of authorization issued by the State Board of Education and duly verified Parties. The District may, for good cause, refuse to accept for clinical practice experience any University student assigned to clinical practice in the District, and upon request of the District, made for good cause, the University shall terminate the assignment of any student of the University working in the District. "Clinical Practice Experience" as used in this Agreement, means active participation in the duties and functions of credentialed professionals under the direct supervision and instruction of District employees holding valid clear credentials issued by the State of California's Commission on Teacher Credentialing, which authorize them to serve as credentialed professionals in the schools or classes in which the clinical practice experience is provided. Such employees are hereinafter referred to as "District Employed Supervisors." Site principals, in consultation with the District, will designate qualified credentialed educational professionals as District Employed Supervisors. The District will collaborate with site principals and the University to match credential candidates with approved District Employed Supervisors.

B. The University will assign a University Employed Supervisor to work with the District Employed Supervisors and credential candidates at District schools. The University will (1) consult and collaborate with the District to determine appropriate credential candidate placements in District schools with approved District Employed Supervisors; (2) alert the District of credential candidate placement needs 4-6 weeks prior to the beginning of the clinical practice experience assignment; (3) notify the District of all confirmed credential candidate placements and confer regularly with the site principal and District Employed Supervisor to discuss the credential candidate's progress; (4) monitor the quality of the match between the District Employed Supervisor and the credential candidate and notify the principal if there is a mismatch; (5) provide regular written and oral feedback to the credential candidate about their progress and inform the District Employed Supervisor about the nature of this feedback; and (6) compile a written evaluation of the credential candidate at the end of the semester or quarter.

C. District Employed Supervisors agree to (1) participate in Commission on Teacher Credentialing (CTC) required training to develop the skills needed to work effectively with credential candidate; (2) provide a model for the credential candidate by continuously demonstrating exemplary strategies; (3) adhere to a release-of-responsibility plan that progresses from observation to increased responsibility as the credential candidate demonstrates enhanced skill in delivering the curriculum; (4) keep the site principal and University supervisor informed of the credential candidate's progress; (5) meet with the University supervisor periodically to discuss the credential candidate's progress; and (6) complete and submit documentation and evaluations as required by the University.

D. An assignment of a University student to clinical practice experience in schools or classes of the District shall be for the time period set forth in Exhibit A. An assignment of a University student to clinical practice experience in District schools or classes shall be at the discretion of the District and the University, and a credential candidate may be given more than one assignment by the University for clinical practice in such schools or classes, subject to District approval. The assignment of a University student to clinical practice in the District shall be deemed to be effective for purposes of this Agreement as of the date the student is paired with a District

Employed Supervisor. Credential candidates serve without pay, but receive credit from the University.

E. The site principal will (1) introduce the credential candidate to the school's faculty, philosophy, policies and procedures, and provide an orientation to the facility and school community; (2) encourage the credential candidate to participate in site and District professional development opportunities; (3) observe the credential candidate in the classroom and provide written and/or oral feedback regarding these observations; and (4) confer with the District Employed Supervisor and University supervisor.

F. Notwithstanding any other provisions of this Agreement, details such as maximum number of students, the defined unit of time, or the distribution of assignments of said students to training levels, shall be arranged for, by and between University and District; it being understood that District shall not be obligated to accept assignments of training credential candidates beyond the ability of District, within its established training programs, to effectively provide services pursuant to this Agreement; and, further, University shall not be obligated to pay the District's District Employed Supervisors for services in any amount in excess of that provided for under the terms of this Agreement.

II. UNIVERSITY'S RESPONSIBILITIES

1. Schedule of Assignments. University shall consult and collaborate with the District to determine appropriate credential candidate placements in District schools.

   An assignment of a student of the University to Clinical Practice and Training Experience in schools or classes of the District 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 for of Clinical Practice Experience in such schools or classes.

   The assignment of a student of the University to for Clinical Practice Experience in the District shall be deemed to be effective for purposes of this agreement as of the date the student presents to the proper authorities of the District 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.

2. Orientation Program. University shall provide orientation to all its students and ensure that all its students receive instruction and have necessary basic skills prior to the clinical practice assignment at District.

3. Records. University shall maintain all personnel records for its staff and all attendance and academic records for its students participating in the Program. University shall implement and maintain an evaluation process of the students' progress throughout the Program.

4. Discipline. University shall be responsible for counseling, controlling and disciplining its students.

5. Screening Requirements. University shall ensure that it will comply with the requirements of California Education Code sections 44237, 35021.1, and 35021.2, including, but not limited to, obtaining clearance from the California Department of Justice ("CDOJ") and tuberculosis ("TB") clearance for University's students, employees, volunteers, and independent contractors that are

placed in the District if such persons have frequent and/or unsupervised contact with District students.

5.1 California Department of Justice Clearance:

University shall obtain CDOJ or equivalent clearance for any person placed on a District campus pursuant to this Agreement.

5.2 Tuberculosis Examination:

University shall ensure that all credential candidates performing services under this Agreement will provide a tuberculosis ("TB") certificate of clearance prior to commencing services pursuant to this Agreement. University shall ensure that it will not place any credential candidate at a school without a valid TB certificate on file showing that the student, or employee, was examined and found to be free from active tuberculosis, as defined in Education Code Section 49406.1 (a).

6. Identification. University shall provide each of its students, site directors, and any other employee(s) in contact with District students with an identification badge that exhibits the University's name, its student or employee name, and a picture of the student or employee.

7. Confidentiality. If University will have access to District student records, University agrees to also comply with the Family Educational Rights and Privacy Act of 1974 (FERPA), and all requirements imposed by or pursuant to regulation of the Department of Education and the District (including but not limited to Administrative Regulation and Procedures No. 6525 and 6527) to the end that the rights and privacy of the students enrolled in the District and of their parents are not violated or invaded. This assurance is given to obtain access to individual District student data for the purpose of using said data to fulfill contractual obligations with the District. University recognizes and agrees that such access will be extended in reliance on representations made in this assurance, and that District shall have the right to enforcement of this assurance, or revocation of such access (including return of all physical forms of such data and destruction of all such electronic data) immediately upon evidence of noncompliance by University. This assurance is binding on University and its students and such persons as may be employed by University to assist in any phase of the performance contemplated under this Agreement.

8. University Student Related Responsibilities. University shall notify its students in the Program that they are responsible for:

- Complying with District's administrative policies, procedures, rules and regulations, including undergoing and passing any required background check;
- Arranging for their own transportation and living arrangements if not provided by University;
- Maintaining the confidentiality of District student information: No University student shall have access to, or have the right to receive any student record, except when necessary in the regular course of the classroom experience. The discussion, transmission, or narration in any form by University students of any individually identifiable student information,

obtained in the course of the Program is forbidden except as a necessary part of the practical experience;

- Neither University nor its employees or agents shall be granted access to individually identifiable information unless the individual or legal guardian has first given consent using a form approved by District that complies with applicable State and Federal law, including the Family Educational Rights and Privacy Act ("FERPA"), and any implementing regulations. District shall reasonably assist University in obtaining consent in appropriate circumstances;
- In the absence of consent, University students shall use de-identified information only in any discussions about the classroom experience with University, its employees, or agents;
- Complying with District's dress code and wearing name badges identifying themselves as University students;
- Attending an orientation to be provided by their University instructors;
- Notifying District immediately of any violation of State or Federal laws by any University student; and
- Providing services to District students only under the direct supervision of the University faculty and/or District's professional staff.

III. DISTRICT RESPONSIBILITIES

1. Clinical Practice Experience. District shall accept from University the mutually agreed upon capacity, including number of University students and types of field experiences available for the Program, and provide the University's students with professional experience during the agreed upon dates and times in schools / classes of the District not to exceed the units of clinical practice experience set forth in Exhibit A. Such Clinical practice experience shall be provided in schools/classes of the District, and under the direct supervision and instruction of employees of the District, as the District and University through their duly authorized representatives may agree upon.

2. Implementation of Program. District agrees to cooperate with and assist in facilitating the Program at District for the benefit of University students.

3. Implementation of Performance Assessment. District agrees to allow candidates to record their experiences as required for the state Administrative and Teaching Performance Assessments with PK-12 students following all applicable video policies.

4. Orientation for University Instructors. District will provide an informational orientation for the University staff who oversee students in the Program that shall include information and materials for University instructors to provide to their students during the required student orientation. Information may include hours, parking, dress code, District first aid guidelines, and other terminology specific to the District, school site confidentiality, and community resources.

5. Access to Facilities. District shall permit University students enrolled in the Program access to District facilities as appropriate and necessary for their Program, provided that the University's students' presence shall not interfere with District activities.

6. Records and Evaluations. University shall maintain complete records and reports on each of its

student's performance and District staff shall provide input on student performance to University as requested. Only faculty can evaluate the University's students' performance for grading.

7. Withdrawal of Students. District may request that University withdraw from the program any University student 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 for District's request. University shall comply with the written request within five (5) days after receipt.

8. Student Supervision. University students shall train, perform assignments, participate in staff meetings and in-service educational programs at the discretion of their University faculty and/or District designated supervisors. University students are to be regarded as trainees, not employees, and are not to replace District's staff.

IV. STATUS OF UNIVERSITY AND DISTRICT

The parties expressly understand and agree that the University students enrolled in the Program are in attendance for educational purposes, and such students shall at no time throughout this agreement be considered officers, employees, agents or volunteers of either the District or University.

V. STATUS OF STUDENT

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

VI. NON-DISCRIMINATION AND EQUAL OPPORTUNITY

The Parties agree that all University students receiving clinical experience pursuant to this Agreement shall be selected without discrimination on account of race, color, religion, national origin, ancestry, disability, marital status, gender, gender identity, sexual orientation, age or veteran status.

VII. INSURANCE

The District 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.

VIII. INDEMNIFICATION

The District 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 District 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.

IX. TERM AND TERMINATION

1. Term. This Agreement shall remain in full force and effective for a term of __ (_) years beginning _____, 202_ through _____, 202_.

2. Termination. This Agreement may be terminated at any time by written agreement or upon 30 days' advance written notice by one party to the other, provided however, that in no event shall termination take effect with respect to currently enrolled University students, who shall be permitted to complete their training for any semester in which termination would otherwise occur.

X. COMPENSATION

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

A semester unit of Clinical practice experience 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 Clinical practice experience 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 Clinical practice experience daily three (3) days a week for eighteen (18) weeks during regular session.

Within a reasonable time following the close of each semester of the University, the District shall submit an invoice to the University for payment, at the rate as set forth in Exhibit A, for all units of practice teaching provided by the District under and in accordance with this agreement during said semester. The District shall attach to the invoice a certificate executed by a duly authorized representative of the District certifying that the District 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. In the event University terminates the assignment of a credential candidate for any reason, the District Employed Supervisor shall receive payment on account of such credential candidate for actual time spent working with the credential candidate. If a credential candidate is reassigned to another District Employed Supervisor, this shall be considered for payment purposes as an entirely new and separate assignment. Absences of a student from assigned Clinical practice experience shall not be counted as absences in computing the semester units of Clinical practice experience provided the student by the District. Notwithstanding any other provisions of this

agreement, the University shall not be obligated by this agreement to pay the District any amount in excess of the total sum set forth in Exhibit A.

XI. GENERAL PROVISIONS

1. COVID-19. 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 notify the University of that fact.

2. 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.

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

4. Captions. Captions and headings in this Agreement are solely for the convenience of the Parties, are not a part of this Agreement, and shall not be used to interpret or determine the validity of this Agreement or any of its provisions.

5. 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.

6. 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.

7. 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.

8. Governing Law. The validity, interpretation, and performance of this Agreement shall be construed

in accordance with, and governed by the laws of the State of California. Further, District shall comply with any state or federal law applicable to community-based organization's performance under this Contract.

9. 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.

IN WITNESS WHEREOF, this agreement has been executed by the parties hereto, upon the date first above written.

STATE OF CALIFORNIA
Trustees of The California State University

Clarinda De Leon, Buyer III Lead Date

SCHOOL DISTRICT

Signature Date

Name (Please print)

Title (Superintendent or Designee)

School District

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 _____, 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 Schools in the School District for practice teaching, be approved; and the District is hereby authorized to execute the same."

District

County

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

Name (Please print)

INTERNAL NOTES:

44001-000-66045-0000-1006-2401-0000 (2025/2026) $XXXXX
44001-000-66045-0000-1006-2401-0000 (2026/2027) $XXXXX
44001-000-66045-0000-1006-2401-0000 (2027/2028) $XXXXX
44001-000-66045-0000-1006-2401-0000 (2028/2029) $XXXXX
44001-000-66045-0000-1006-2401-0000 (2029/2030) $XXXXX

COLLEGE OF EDUCATION - ALYSSA ANCHETA;
COLLEGE OF HEALTH & HUMAN SCIENCES - SCHOOL OF SPEECH LANGUAGE & HEARING SCIENCES / MARLA FULTON
IMPERIAL VALLEY CAMPUS - DIVISION OF EDUCATION / BEATRIZ WONG

EXHIBIT A

The services provided by the District to the University shall not exceed __ semester units of practice teaching per student, per semester. The total services to be provided by the District to the University shall include up to __ semester units of practice.

The University shall pay the District for such services at the rate and amount of __ per semester unit, for a total not to exceed $__ per semester.

Credential candidate Assignment Time Period (specify Hours, Days, Semester, Quarter, etc.):

A semester unit of clinical practice for elementary and secondary schools is approximately twenty (20) minutes of clinical practice daily for five (5) days a week for eighteen (18) weeks. An assignment of a student of the University to practice teach in schools or classes of the District shall be, at the discretion of the University, either for approximately nine (9) weeks or approximately eighteen (18) weeks, but a student may be given more than one assignment by the University for clinical practice in such schools or classes.

EXHIBIT B

The University's credential pathway programs (i.e., the multiple-subject, multiple-subject with bilingual authorization, education specialist mild to moderate, extensive support needs, and early childhood special education) ensure that its coursework and supervised field experiences encompass the study of effective means of teaching literacy across all disciplines based on California's State Board of Education (SBE)-adopted English Language Arts (ELA) and Literacy Standards and English Language Development (ELD) Standards. Program coursework and supervised field experiences are aligned with the current, SBE-adopted English Language Arts/English Language Development (ELA/ELD) Framework, including the crosscutting themes of Foundational Skills, Meaning Making, Language Development, Effective Expression, and Content Knowledge. Teacher candidates will take and pass the California Commission on Teacher Credentialing approved Literacy Performance Assessment that includes a focus on foundational literacy skills and the additional cross cutting themes in literacy. The University will support the district and mentor teachers by providing mentor teacher workshops on state expectation of literacy instruction opportunities in clinical practice.

In accordance with California's SB 488, districts and mentor teachers agree to provide candidates in clinical practice settings the following opportunities:

- Observation and practice teaching foundational literacy skills to emerging readers that include evidence-based means of teaching foundational skills to all students as a part of a comprehensive literacy program, with special emphasis in transitional kindergarten through grade three. Foundational skills include print concepts, including letters of the alphabet; phonological awareness, including phonemic awareness; phonics, spelling, and word recognition; decoding and encoding; morphological awareness; and text reading fluency, including accuracy, prosody (expression), and rate (an indicator of automaticity);

- Observation and practice teaching lessons that attend to developing learners oral and written language in both integrated and designated English language development classroom settings where students classified as English Learners are included;

- Observation and practice teaching lessons, where practicable, to learn about how schools/teachers are using screening and diagnostic techniques to inform teaching and assessment and early intervention techniques, as appropriate to the credential and as identified in the TPEs and standard;

- Observation and practice teaching lessons related to the concepts and strategies included in the California Dyslexia Guidelines; and

- Ability to record his/her/their teaching with K-12 students following district recording policies as required for Teaching Performance Assessments.