



CALIFORNIA STATE UNIVERSITY, DOMINGUEZ HILLS

**COLLEGE OF EDUCATION
CLINICAL EXPERIENCE AGREEMENT**

This Agreement (“Agreement”) is executed on the _____ day of _____, 20_____, by and between the Trustees of California State University on behalf of **California State University, Dominguez Hills (“University”)** and _____ (**“District”**). The parties may be referred to collectively as the “Parties” and singularly as a “Party”.

WITNESSETH:

WHEREAS, University is an institution of higher learning authorized pursuant to California law to offer fully accredited Multiple Subject, Single Subject, PK-3 ECE Specialist Instruction, and Education Specialist Teaching Credential Programs at District for the purpose of providing training for students in clinical coursework; and

WHEREAS, District provides a learning environment where students may complete their clinical experiences for required coursework in one or more of the following “Field Experience,” “Pre-Student Teaching,” and/or “Student Teaching”; and

WHEREAS, District is authorized to enter into agreements with the University, to provide Field Experience through observation and Pre-Student Teaching and Student Teaching through practice teaching to students enrolled in teacher preparation program courses of University; and

WHEREAS, this entire agreement encompasses the three clinical experiences, each with distinct responsibilities by the Parties; and

WHEREAS, Parties shall both benefit by making clinical experiences available to University students at District; and

NOW THEREFORE, in consideration of the mutual promises set forth below, the Parties agree as follows:

DEFINITIONS

“Field Experience” means participation in one or more of a variety of professional preparation activities, consisting mainly of student observation, typically as a course requirement, under the direct supervision of District employees holding valid credentials issued by the Commission on Teacher Credentialing (CTC), other than emergency or provisional or intern credentials, authorizing them to serve as classroom teachers or other educational professionals in the schools or classes in which the clinical experience is provided.

“Pre-Student Teaching” means participation in one or more of a variety of professional preparation activities, consisting of student observation, whole group teaching, small group teaching and one-on-one teaching, under the direct supervision of District employees holding valid credentials issued by the Commission on Teacher Credentialing (CTC), other than emergency or provisional or intern credentials, authorizing them to serve as classroom teachers or other educational professionals in the schools or classes in which the Pre-Student Teaching experiences are provided.

“Student Teaching” means active participation in the duties and functions of the classroom teacher under the direct supervision and instruction of District employees holding valid credentials issued by the Commission on Teacher Credentialing (CTC), other than emergency or provisional or intern credentials, authorizing them to

serve as classroom teachers or other educational professionals in the schools or classes in which the student teaching activities are provided.

I. UNIVERSITY RESPONSIBILITIES

1. For all clinical experiences, the University shall confirm that its students have completed and passed the TB test and fingerprint clearance before they start services in classrooms.
2. **This provision shall be specific to Field Experience and Pre-Student Teaching placement.** The University shall approve its students for Field Experience and Pre-Student Teaching placements in schools or classes of District. The placements shall be at the discretion of the University, the agreement of the supervising classroom teacher, educational professional, site principal, and/or District administrator. The length and specific activities of the Field Experience and Pre-Student Teaching placements will vary depending on the requirements of University courses.
3. **This provision shall be specific to Student Teaching placement.** The University shall approve its students for Student Teaching placements in schools or classes of District. The placements shall be at the discretion of the University, the agreement of the supervising classroom teacher, educational professional, site principal, and/or District administrator. The placement shall be effective for the semester that the student is enrolled in the Student Teaching course. The duration of placement is finalized upon the acceptance of University student by District.

II. DISTRICT RESPONSIBILITIES

1. **This provision shall be specific to the scope of Field Experience and Pre-Student Teaching.** The District shall provide to University students experiences through Field Experience and Pre-Student Teaching placements in schools and classes of District as described herein above. Such professional experiences shall be provided under the direct supervision and instruction of District employees.
2. **This provision shall be specific to the scope of Student Teaching.** The District shall provide to University students teaching experience through Student Teaching placements in schools and classes of District under the direct supervision and instruction of such District employees.
3. The District, within their capacity, shall provide University supervisors access to classrooms to observe University students, while placed for Pre-Student Teaching and Student Teaching clinical experiences.
4. **Videorecording in Classrooms:** For all clinical experiences, the District shall provide the opportunity for University students to videorecord their teaching practices in classrooms for University coursework and the California Teaching Performance Assessment (CalTPA), an assessment required by the CTC. The CalTPA requires University students to videorecord their teaching practices in the classroom.

III. COMPENSATION – This section applies to Student Teaching only.

1. The University shall provide compensation to District for services performed under the Student Teaching scope. District shall submit all invoices to Accounts Payable Department, 1000 E. Victoria St, Carson, CA 90747 or payables@csudh.edu for review and approval. All invoices shall include Exhibit A, Mentor Teacher Data Sheet(s), which is incorporated herein and made part of the Agreement. Payment will be made within a reasonable time of receipt of an undisputed invoice after the close of each University semester.
2. The services to be provided by District to University shall not exceed 12 Semester Units of Student Teaching. The rate and amount of each semester unit is \$25.00 and each semester unit of Student Teaching for schools is approximately (20) minutes of practice teaching daily for five (5) days a week during a regular semester.

3. University shall compensate the District only, and there shall be no financial transactions between University and District employees.
4. In the event the placement is terminated by the University for any reason, the District shall only receive payment for services rendered. Notwithstanding any other provisions of the agreement, the University shall not be obligated by this agreement to pay the District any amount in excess of an undisputed and approved invoice.

IV. TERM AND TERMINATION

This Agreement is effective as of the date last written below and continues through _____.

Either Party may terminate this Agreement for any reason by giving at least thirty (30) days' notice to the other Party.

V. INDEMNIFICATION

The University agrees to defend all claims of loss, indemnify and hold harmless the District and its officers, agents and employees from any and all liability for personal injury, damages, wrongful death or other losses and costs, including but not limited to reasonable attorney fees and defense costs, arising out of the negligent acts or omissions or willful misconduct of the University or its employees, officers, or volunteers in the performance of this Agreement.

The District agrees to defend all claims of loss, indemnify and hold harmless the State of California, the Trustees of the California State University, California State University Dominguez Hills and their officers, agents, volunteers and employees from any and all liability for personal injury, damages, wrongful death or other losses and costs, including but not limited to reasonable attorney fees and defense costs, arising out of the negligent acts or omissions or willful misconduct of the District or its employees, officers, or volunteers in the performance of this Agreement.

VI. INSURANCE

1. Each Party agrees to maintain general liability coverage (or a Program of self-insurance), comprehensive or commercial form, with minimum limits of at least \$1,000,000 per occurrence, \$3,000,000 general aggregate, and workers compensation as required by law. Such coverage must be obtained from a carrier rated at least A: VII or better by AM Best.
2. University on behalf of Students shall maintain general and professional liability, as well as educator's errors and omissions coverage, through the Student Professional Liability Insurance (SPLIP) Program, in the amount of \$2,000,000 each occurrence and \$4,000,000 general aggregate.
3. While in the performance of this Agreement, Students serve as volunteers at the District without compensation and are not to be considered officers, agents or employees of the District for Worker's Compensation purposes.
4. Both Parties agree to maintain statutory Workers' Compensation coverage on any individuals characterized as employees of that Party working at District pursuant to this Agreement at all times during the course of this Agreement.

VII. CONFIDENTIALITY

All Parties shall protect the confidentiality of each other's records and information and shall not disclose confidential information without the prior written consent of the other Party. Each Party shall protect the confidential information of the other Party from unauthorized use or disclosure to the same extent it protects its own confidential information of a similar nature against unauthorized use or disclosure. Notwithstanding the foregoing, each Party may use the other Party's confidential information solely for the purposes for which it has been disclosed. Notwithstanding the foregoing, a disclosure by one Party of the other Party's confidential

information as required by law in response to a court order or to comply with applicable state and/or federal laws and regulations shall not be considered to be a breach of this Agreement by the disclosing Party. In the event either Party is compelled by law or judicial order to disclose confidential information of the other Party, that Party shall promptly notify the other Party and permit the other Party an opportunity to evaluate whether it is appropriate to preclude or limit the disclosure required. Each Party understands and agrees that the other Party is legally mandated to provide records in response to a request for records under the California Public Records Act (Cal. Gov't Code section 6250 et seq.) to any and all Parties that request such records, unless such information falls under an exemption under California law.

VIII. GENERAL PROVISIONS

1. Removal of University Students

For all program experiences, District may, for good cause, refuse to accept or remove any University student assigned to clinical experiences in the District, provided that District notified University prior to removal.

2. Dispute

Any dispute arising under the terms of this Agreement which is not resolved within a reasonable period of time by authorized representatives of District and University shall be brought to the attention of the Chief Executive Officer (or designated representative) of the District and the Chief Business Officer (or designee) of University for joint resolution. At the request of either party, University shall provide a forum for discussion of the disputed incidents, at which time the Vice Chancellor, Business and Finance (or designated representative) of University shall be available to assist in the resolution by providing advice to both parties regarding University contracting policies and procedures. If resolution of the dispute through these means is pursued without success, either party may seek resolution employing whatever remedies exist in law or equity beyond this Agreement.

3. Non Discrimination

The Parties agree that all students receiving training pursuant to this Agreement shall be selected without discrimination on the basis of race, color, religion, national origin, sex, gender identity, gender expression, ancestry, physical or mental disability, medical condition, pregnancy, age (over 40), marital status, political affiliation, sexual orientation, genetic information, covered veteran status, or any other classification prohibited by state or federal laws.

4. Independent Contractors

District is, for all purposes, an independent contractor and shall not be deemed an employee of the University. District and its employees, in the performance of this Agreement, shall act in an independent capacity and not as officers, employees or agents of University of the State of California. While District may be required by this Agreement to carry Worker's Compensation Insurance, in no event shall District and its employees be entitled to unemployment or workers' compensation benefits from the University.

5. Status of Students

The Parties expressly understand and agree that the students enrolled in the Program are in attendance for educational purposes, and such students are not considered employees, officers, or agents of either District or University for any purpose, including, but not limited to, compensation for services, welfare and pension benefits, or workers' compensation insurance.

6. Assignment

Neither Party shall voluntarily or by operation of law, assign or otherwise transfer this Agreement without the other Party's prior written consent. Any purported assignment in violation of this paragraph shall be void.

7. Entire Agreement

This Agreement is the entire Agreement between the Parties. No other Agreements, oral or written, have been entered into with respect to the subject matter of this Agreement.

8. Captions

Captions and headings in the 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.

9. Counterparts

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all such counterparts together shall constitute one and the same instrument.

10. Governing Law

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 venue shall be the Superior Court of the County of Los Angeles.

11. Notices

All notices or other communication provided for in this Agreement shall be given to the Parties addressed as follows:

TO UNIVERSITY:
California State University, Dominguez Hills
1000 E. Victoria Street
Carson, CA 90747
Attn. Procurement and Contracts

TO DISTRICT:

12. 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 nay product or service without the prior written consent of the other Parties. Furthermore, nothing in the Agreement shall be construed as endorsement of any commercial product or service by University, its officers, or employees.

13. Authority

Each Party represents and warrants that the person(s) signing below on its behalf has the authority to enter into this Agreement and that this Agreement does not violate any of its existing Agreements or obligations.

[Signatures on next page]

IN WITNESS WHEREOF, this Agreement has been executed by the Parties as of the date last written below.

UNIVERSITY
BY _____
Name _____
Title _____
Dated _____

DISTRICT
BY _____
Name _____
Title _____
Dated _____

UNIVERSITY
APPROVED TO FORM (COLLEGE OF EDUCATION)
BY _____
Name _____
Title _____
Dated _____

BY _____
Name _____
Title _____
Dated _____

Contract # _____



Mentor Teacher Data
TERM _____

_____ **School District**

Last Name	First Name	Mentor Teacher	School Site	Unit	Rate	Payment
					\$25.00	
					\$25.00	
					\$25.00	

Total Payment _____