

**CLINICAL PRACTICE AGREEMENT
BETWEEN CALIFORNIA STATE UNIVERSITY, BAKERSFIELD
AND NEWHALL SCHOOL DISTRICT**

This Agreement is entered into between the Trustees of the California State University on behalf of California State University, Bakersfield (CSUB) and NEWHALL SCHOOL DISTRICT. The University and NEWHALL SCHOOL DISTRICT are referred to collectively as the Parties.

SECTION 1 PURPOSE OF AGREEMENT

1.1 **Purpose.** The District will provide teaching experience through Clinical Practice teaching to teacher candidates enrolled in the University's teacher training curricula.

1.2 **Definition of Clinical Practice.** Clinical Practice means active participation in the duties and functions of classroom practice teaching within the District, under the direct supervision and instruction of employees of the District who hold valid California teaching credentials (other than emergency or provisional credentials) that authorize those District employees to serve as classroom teachers in the school(s) or class(es) in which practice teaching is provided.

SECTION 2 GENERAL CLINICAL PRACTICE PROGRAM REQUIREMENTS

2.1 **Term of Agreement.** This Agreement shall be effective July 1, 2020 and remain in effect until termination on June 30, 2023.

2.2 **Termination of a Teacher Candidate's Clinical Practice Assignment.** The District may, for good cause, refuse to accept the assignment of any University teacher candidate assigned to a Clinical Practice assignment in the District and, upon the request of the District and a showing of good cause, the University shall terminate the assignment of that teacher candidate in the District.

SECTION 3 RESPONSIBILITIES OF NEWHALL SCHOOL DISTRICT

3.1 **Clinical Practice Assignments.** The District shall provide to University teacher candidates the opportunity for practice teaching in schools and classes within the District. Such practice teaching shall be provided in schools or classes of the District and under the direct supervision and instruction of such employees of the District as the District and the University (through their authorized representatives) may mutually determine.

3.2 **Length of Clinical Practice Assignments.** The District shall make available to each University teacher candidate presented to it a Clinical Practice assignment of approximately 16 weeks, except that a Clinical Practice assignment in an early childhood special education setting shall be for approximately sixty (60) hours per term.

3.3 **Effect of Absence From Assigned Practice Teaching.** An absence by a teacher candidate from assigned practice teaching shall not be counted as absences in computing the semester units of Clinical Practice provided to the teacher candidate by the District.

3.4 **Acknowledgement of Videotaping.** The District acknowledges that one or more teacher candidates may be evaluated through the use of videotape or other recording of a portion of the Clinical Practice assignment, and agrees that such recording may take place in each such class in accordance with this Agreement and all applicable laws, including the completion of Student Release Forms. The District, or any school or class within it, will not hinder the teacher candidate in obtaining fully executed Student Release Forms as required.

3.5 **Maintenance of Student Release Forms.** To the extent that the District, or any school within it, has parents or guardians of students in classes subject to Clinical Practice assignments complete the California Teaching Performance Assessment Student Release Form (Attachment 2) or other similar form at the beginning of a school term and maintains them at the school or District, then the District shall complete the Administrator Release Form and provide a fully-executed copy of it to the University for maintenance in the University's files for the required length of time.

SECTION 4 RESPONSIBILITIES OF THE UNIVERSITY

4.1 **Qualified Teacher Candidates.** The University shall ensure that each teacher candidate assigned to the District will have, by the effective date of the Clinical Practice assignment, satisfactorily completed the prerequisites for Clinical Practice assignments as set forth in the University's teacher training curricula.

4.2 **Assignments of Teacher Candidates to District.** The University shall, in its sole discretion, assign one or more teacher candidates to the District for Clinical Practice assignments. Such teacher candidate assignment will be effective as of the date on which the teacher candidate is presented by a representative of the University to the designated proper authority of the District. The University may assign a teacher candidate to more than one Clinical Practice assignment.

4.3 **Teacher Candidate Record Maintenance.** The University shall maintain records relating to each Clinical Practice teacher candidate for the period required for retention of such records (but at a minimum, through the term of this Agreement), including records of (1) a negative TB test; (2) CBEST scores; (3) the Certificate of Clearance issued by the State of California (which includes fingerprint clearance from the Department of Justice); and (4) the Teacher Candidate Acknowledgement, Release of Liability, and Promise Not to Sue.

4.4 **Evaluation of Teacher Candidates.** The University will be responsible for evaluating each teacher candidate who is assigned to the District in accordance with the University teacher training curricula.

SECTION 5 INSURANCE AND INDEMNIFICATION

5.1 **Insurance.** Each Party shall maintain in effect for the term of this Agreement the following policies of insurance (or provide evidence upon request of self-insurance sufficient to cover the following): (1) commercial general liability insurance with single combined limits of no less than \$1,000,000 per occurrence; (2) professional liability insurance; and (3) worker's compensation insurance as required under state law; except that the teacher candidates are not considered employees of the District and thus the District is not responsible for worker's compensation insurance for the teacher candidates.

5.2 **Indemnification.** The State of California, the Trustees of the California State University, CSU Bakersfield, their officers, agents and employees shall be responsible for the damages caused by the negligence of their officers, agents and employees occurring in the performance of this Agreement, except as otherwise provided in the Teaching Candidate Acknowledgment, Release of Liability and Promise Not to Sue (which will be executed by each teacher candidate prior to the start of that teacher candidate's Clinical Practice Assignment) as set forth in Attachment 1. The District, their officers, agents and employees shall be responsible for damages caused by the negligence of its officers, agents, and employees occurring in the performance of this Agreement. It is the intention of the Parties that the provisions of this paragraph be interpreted to impose on each Party the responsibility for the negligence (active or passive) of their respective officers, agents and employees.

SECTION 6 GENERAL TERMS

6.1 **Independent Status.** This Agreement is between two independent entities and is not intended to, and shall not be construed to, create the relationship of agent, servant, employee, partnership, joint venture or association.

6.2 **Non-Discrimination.** The District shall not engage in any discriminatory practices in its performance under this Agreement, including its employment practices, on the basis of sex, race, color, religion, national origin, ethnic group, marital or parental status, ancestry, age, sexual orientation, or physical or mental disability or perception of one or more of such characteristics.

6.3 **Notices.** Any notices under this Agreement must be in writing and sent by U.S. mail and email as follows:

To the University: [California State University, Bakersfield, 9001 Stockdale Hwy,
Bakersfield CA 93312; cjenkins@csub.edu]

To the District: [NEWHALL SCHOOL DISTRICT, 25375 Orchard Village Road,
Valencia, CA 91355]

6.4 **Construction of Agreement.** This Agreement, together with its attachments, contains the entire agreement between the parties and shall not be modified, amended, or supplemented, or any rights waived, unless such amendment or modification is in writing, refers to this Agreement, and is executed by an authorized representative of each party. This Agreement shall be construed in accordance with and governed by the laws of the State of California. This Agreement supersedes any and all previous agreements, whether written or oral,

between the Parties. If any section of provision of this Agreement is held illegal, unenforceable, or in conflict with any law by a court of competent jurisdiction, such section or provision shall be deemed severed and the validity of the remainder of this Agreement shall not be affected.

By signature below, each Party acknowledges its agreement with the terms and conditions of this Agreement and each signatory represents and warrants that she/he is authorized to sign on behalf of and to bind her/his Party to all of the terms and conditions of this Agreement.

California State University, Bakersfield

NEWHALL SCHOOL DISTRICT

BY:

BY:

Title

Title

Date:

Date:

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 the Governing Board held on _____.

It was moved, seconded and carried that the attached contract with the Trustees of the California State University, under which the University may assign teacher candidates in the District for practice teaching, be approved; and that TCH1154 is hereby authorized to execute the contract.

District: NEWHALL SCHOOL DISTRICT

County: LOS ANGELES

By:_____

Clerk / Secretary of the Governing Board of the School District