

## **AFFILIATION AGREEMENT**

THIS AFFILIATION AGREEMENT (“**Agreement**”) is made and entered into effective as of August 1, 2022, (“**Effective Date**”) by and between the following parties (“**Parties**”): CLAREMONT GRADUATE UNIVERSITY, a California non-profit corporation (“**University**”), and MOUNT DIABLO UNIFIED SCHOOL DISTRICT, a public Local Education Agency of the State of California (“**LEA**”).

### **RECITALS**

WHEREAS, under the California Education Code, the governing board of any LEA is authorized to enter into agreements with any university or college accredited by the State Board of Education as a teacher-education institution, to provide educational fieldwork experiences and service learning opportunities to students enrolled in various curricula of such institution; and

WHEREAS, any such agreement may provide for the payment in money or services for certain of the services rendered by the LEA under such agreement in an amount not to exceed the actual cost to the LEA of the services rendered; and

WHEREAS, University operates fully-accredited educational programs for its students; and

WHEREAS, it is to the mutual benefit of University and LEA to make a program of educational fieldwork experiences and service learning opportunities (collectively, the "**Program**") available to University's students at the LEA's facilities.

### **OPERATIVE PROVISIONS**

NOW, THEREFORE, in consideration of the above facts and of the covenants and agreements contained herein, the Parties agree as follows:

I. **TERM**

The TERM of this Agreement is from the Effective Date to July 31, 2025, unless earlier terminated by either Party upon thirty (30) days written notice to the other Party as provided herein.

II. **THE PROGRAM**

LEA shall provide “**Program**” experiences in schools, classes, departments and programs of LEA appropriate to the particular University Program definitions set forth in Exhibit "A" and in accordance with the provisions hereunder.

A. LEA's coordinator for the Program shall be Designated Official, \_\_\_\_\_ or his/her successor or designee.

University's coordinator for the Program shall be the District Coordinator or his/her successor or designee.

- B. University shall submit a “**Placement Request**” attached hereto as Exhibit “E” for each of its students to be assigned to Program experiences at LEA to LEA’s coordinator at least 2 weeks prior to the proposed start date of said experience. Such request shall include without implied limitation, details such as basic student demographic information, type of assignment, duration of assignment, LEA site, and preferred LEA employed supervisor. LEA shall not be obliged to accept requests of assignment of students beyond the ability of LEA, within its established training programs, to provide meaningful Program experiences pursuant to this Agreement.
- C. University shall be responsible for providing a University supervisor or person designated and employed by University to direct, supervise, and evaluate the performance of students of University engaged in Program experiences at LEA facilities. This person will work cooperatively with those LEA individuals responsible for placement and direct supervision of University students.
- D. The number of semester units of credit, if any, to be provided for each student of the University assigned to Program experiences under this Agreement shall be determined by University.
- E. An assignment of a student of University to Program experiences in the LEA shall be deemed effective for purposes of this Agreement as of the date the student presents to the proper authorities of the LEA the approved Placement Request document given to the student by University for such assignment or through other procedures established and communicated by LEA, but not earlier than the date of such assignment as shown on such papers or other document(s).
- F. Notwithstanding anything in this Agreement to the contrary, either party may independently suspend the right of any student of University participating in the Program at LEA under the terms of this Agreement from access to LEA's facilities and the Program at the LEA if, in their respective, sole, absolute, and subjective judgment and discretion, the University student's behavior, including, without implied limitation, the conduct or attitude of the student, threatens the health, safety, or welfare of any students, invitees, or employees of LEA or the confidentiality of any information relating to such individuals, singly or collectively. Parties shall agree to consult with each other in an attempt to resolve the suspension; provided that, both parties acknowledge that University student's continued participation can be terminated by either party in their sole, absolute and subjective judgment and discretion.
- G. The Program Site staff will provide, upon request by any participating University student, such reasonable accommodations at the Program Site as required by law in order to allow qualified disabled students to participate in the Program.

- H. LEA shall contact emergency personnel as necessary in the event of illness of or injury to any University student for incidents occurring at LEA facilities ("**Emergency Care**"). Except as specifically provided in this paragraph, LEA shall have no obligation to furnish any medical care to any University student. The University student is liable for any and all costs of any Emergency Care and University acknowledges that LEA shall not be responsible for any cost associated with any Emergency Care and any provisions of medical services.
- I. LEA will provide all participating University students with a copy of the Program Site's rules, regulations, policies, and procedures with which the University students are expected to comply and notify University of any change in its personnel, operation, or policies which may affect the Program experience.
- J. Except as otherwise provided herein, University students assigned to the Program at the LEA are considered learners participating in the Program in furtherance of their University studies and are not employees or agents of University or LEA and shall receive no compensation for their participation in the Program, either from University or LEA. The Parties agree that LEA is not responsible for maintaining workers' compensation insurance coverage for such University students.
- K. Both Parties acknowledge that they are independent contractors, and nothing contained in this Agreement shall be deemed to create an agency, joint venture, franchise or partnership relation between the Parties and neither Party shall so hold itself out.
- L. The University represents that all students assigned to LEA for field experiences are validly enrolled in a University credential program approved by the Commission on Teacher Credentialing. The University makes no other representation, express or implied, about, or assumes any responsibility for, the student's fitness or qualification to participate in the field experience except where required by law. Nothing in this Agreement shall be construed as a delegation by LEA to University of any of LEA's duties and responsibilities for operation or supervision of the schools or classes of the District.
- M. The University shall provide verification of University student's Certificate of Clearance from the California Commission on Teacher Credentialing upon request.
- N. LEA shall approve the use of video capture in University Student classrooms, including virtual settings, for the purposes of University Student reflection and completion of Program requirements (Teaching Performance Assessment). Video capture will adhere to applicable LEA policies and procedures regarding the use of recording devices and student privacy.

- O. LEA shall allow candidates to complete university assignments and projects that are required as a part of the Program. University assignments and projects will adhere to applicable LEA policies and procedures regarding student privacy.
- P. Pursuant to its obligations under the Family Education Rights and Privacy Act, LEA and University acknowledge that in the course of providing on-going evaluation services for the purposes of understanding program impact, LEA and University may disclose to the External Evaluator, student and teacher identifiable data, pursuant to Exhibit F, Appendix 1. The External Evaluator will use and maintain data as provided in Appendix 1.

### III. UNIVERSITY'S RESPONSIBILITIES

- A. University shall, upon request, be responsible for supplying information about University students assigned to the Program at LEA sites as may be lawfully required by LEA prior to the beginning dates of the students' Program assignments. This information includes, without implied limitation, name, biographical data, verification of tuberculosis clearance and information about the health care coverage or insurance of each University student sent to LEA. Any additional information regarding a student's health status including information about specific communicable diseases shall be sent to LEA only as required by Law and in accordance with HIPPA Regulations.
- B. University and University's students assigned to the Program at the LEA under this Agreement shall comply with all provisions of Education Code Section 45125.1, and all of LEA's procedures related to fingerprinting and criminal background checks prior to having any substantial contact with LEA pupils, including, without implied limitation, prior to coming onto LEA school grounds or having any contact with LEA's pupils in locations other than LEA school grounds. University shall conduct criminal background checks of all its students assigned to LEA, and shall certify that none of the University students who are required by Section 45125.1 of the Education Code to submit or have their fingerprints submitted to the Department of Justice and who may have contact with LEA pupils pursuant to this Agreement has been convicted of a serious or violent felony as defined in Section 45122.1 of the Education Code.
- C. University shall provide LEA with a list of all students assigned to the Program at the LEA pursuant to this Agreement and designate to which school or LEA sites they will be assigned. Failure to comply with this requirement may result in, at LEA's sole discretion, termination of this Agreement.
- D. University shall ensure that each University student that is assigned to LEA to engage in unpaid fieldwork experiences signs a Student's Statement of Responsibilities and Agreement to Hold Harmless, in the form set forth in Exhibit "B" attached hereto, prior to participating in the Program at the LEA.

- E. University shall be solely responsible for any payroll taxes, withholdings, workers' compensation insurance, and any other insurance or benefits of any kind for University's employees and any other persons who provide services to LEA under this Agreement.
- F. University shall maintain neutrality in LEA labor disputes and shall be solely responsible to ensure that all Program experiences, including practice teaching, will be educationally valid, and to avoid placing its students in situations in which there is a risk of physical injury. University shall comply with the provisions set forth in Exhibit "C" attached hereto.

#### IV. PROVISIONS FOR TEACHING INTERN EMPLOYMENT

An Internship Credential authorizes the same service at the same level as the Preliminary Credential with some exceptions. An Internship Credential requires the Teaching Intern to be enrolled in the University Program and remain in good standing, and authorizes the Teaching Intern to teach only the subject(s) specified on the Internship Credential. Teaching assignments outside of the credential area(s) authorized on the Internship Credential fall outside the scope of the Program and are not supported by the University; in such cases it is the sole responsibility of the teacher and/or LEA to ensure the teacher possesses the proper permit(s) that grant the teacher the authority to teach subjects not authorized on the Internship Credential.

Teaching Interns are employees of the LEA and subject to all the rights and obligations associated to such employment. For employment purposes, the LEA shall be the sole evaluator of the Teaching Intern including, without implied limitation, evaluation process, instrument and content. The Internship Credential is valid in only one LEA or consortium under the preconditions established by State Law.

- A. LEA shall hire as Teaching Interns only individuals who meet the standards for eligibility for an Intern Credential.
- B. Teaching Interns shall not displace certificated or classified employees of LEA.
- C. LEA shall provide Teaching Interns with a full range of teaching responsibilities appropriate for a beginning teacher. Extra duties and assignments should be kept to a minimum and should not take place outside of regular school hours in order to allow the Teaching Intern sufficient time to complete university coursework and university program requirements.
- D. LEA shall provide a fully qualified site administrator who will be responsible for supervising and evaluating Teaching Interns. LEA's fully qualified site administrator shall be the school site principal or appointed designee.
- E. LEA shall assign a mentor ("Site Support Provider") to Teaching Interns prior to the Teaching Interns assuming daily teaching responsibilities. LEA shall select and

evaluate such mentor in accordance with LEA policy and practices and based on clearly defined description of qualifications to include, without implied limitation, a valid corresponding Clear or Life Credential, three years successful teaching experience, and English Learner Authorization (ELA). Mentors (“Site Support Providers”) will observe Teaching Interns at the classroom level in collaboration with the University’s supervisors.

- F. LEA shall identify an individual who is immediately available to assist Teaching Interns through in-classroom modeling and coaching as needed with: planning lessons that are appropriately designed and differentiated for English Learners (ELs); assessing language needs and progress of ELs; and supporting language accessible instruction. The identified individual may be the same mentor assigned pursuant to section E.
- G. LEA shall not reduce a Teaching Intern's salary by more than 1/8 of his/her total to pay for supervision, and the salary of the Teaching Intern shall not be less than the minimum base salary paid to a regularly certificated person. If a Teaching Intern’s salary is reduced, no more than eight interns may be advised by one district support person. *Reference: Education Code Section 44462.*
- H. University and LEA shall orient LEA mentor to his/her roles and responsibilities and provide professional development opportunities in clinical support and supervision.
- I. University shall provide supervisors for all Teaching Interns. University shall have clearly defined qualifications for University supervisors to include, without implied limitation, current knowledge in the content they teach; understanding of the context of schooling; ability to model best professional practices, in teaching and learning, scholarship, and service; knowledgeable about diverse abilities, cultural, language, ethnic and gender diversity; and thorough grasp of the academic standards, frameworks, and accountability systems that drive the curriculum of public schools.
- J. LEA/University shall cooperate and collaborate to develop and implement a Professional Development Plan (PDP) for Teaching Interns. LEA input is required before the Teaching Intern begins their teaching assignment.

V. PROVISIONS FOR SUPPORT AND SUPERVISION OF TEACHING INTERNS

- A. LEA and University shall provide a minimum of 144 hours of combined LEA/University mentoring and supervision for Teaching Interns who have earned an English Learner Authorization (ELA). Of the 144 hours, University supervisor will provide a minimum of 90 hours of support per academic year through the combination of site visits and seminars required as part of University’s Internship Program. The LEA will provide a minimum of 54 hours of support.

- B. LEA and University shall provide 45 hours of additional mentoring and supervision to Teaching Interns who enter the program without either a valid English Learner Authorization (ELA) listed on a previously issued multiple subject, single subject, or education specialist teaching credential; a valid English Learner, Cross-cultural, Language, and Academic Development (CLAD) authorization; or a valid Bilingual, Cross-cultural, Language, and Academic Development (BCLAD) authorization.
- C. Teaching Interns who assume daily teaching responsibilities after the beginning of a school year shall be provided the following minimum hours of combined University/LEA mentoring and supervision: four hours times the number of instructional weeks remaining in the school year. A minimum of two hours of mentoring and supervision shall be provided to an Intern Teacher every five instructional days.
- D. LEA shall provide sufficient resources including the identification of protected time for the LEA Mentor to work with the intern during the school day to include clearly defined expectations for type and frequency of mentoring.
- E. LEA shall provide in-service appropriate to any beginning teacher and access to resources to allow each intern to perform successfully in his or her position.
- F. University shall be responsible for monitoring and documenting the implementation of Teaching Intern's Professional Development Plan (PDP) to ensure compliance with Commission on Teacher Credentialing requirements. Teaching Intern's PDP documentation will be archived in Teaching Intern's University file.
- G. LEA agrees to cooperate with University managed documentation and monitoring process to ensure that Teaching Interns receive the required 144 hours of mentoring and supervision as well as the 45 hours of mentoring and supervision to Teaching Interns who have not yet earned the English Learner Authorization.
- H. LEA and University shall cooperate and collaborate in developing and maintaining a process of and procedures for access, communication, and collaboration between the Teaching Intern, LEA supervisor, LEA mentor and University supervisor. LEA shall allow university supervisors access to Teaching Interns' classrooms to provide adequate supervision and support, as needed.
- I. LEA and University supervisors will meet together regularly with Teaching Intern to ensure Teaching Intern is following the California Teaching Performance Expectations (TPEs) or other such standards as may be applicable to the specific regular standard credential each Teaching Intern is seeking to obtain.

VI. PAYMENT

- A. University may pay LEA for the performance by LEA of certain of its services under this Agreement in an amount not to exceed the actual cost of services rendered.
- B. University may hire personnel from LEA to serve in various capacities, including but not limited to adjunct instructor or master teacher. In these instances, the employer/employee relationship is between University and the individual, not the LEA. All amounts shall be paid directly to the individual.

VII. CONFIDENTIALITY OF EDUCATIONAL RECORDS

- A. University Student Records. LEA understands that the educational records of the University students assigned to LEA are protected by the Family Educational Rights and Privacy Act ("FERPA"), at 20 U.S.C. § 1232g. The Parties agree to comply with the requirements of FERPA and its implementing regulations at 34 C.F.R. Part 99. As a result of this Agreement, LEA is considered to be a school official of University. LEA agrees to protect the privacy of educational records concerning any University student assigned to LEA under this Agreement, and will not transmit, share or disclose any such records without the student's written consent, except to other school officials of University who have a legitimate educational interest in the records.
- B. LEA Pupil Records. University shall advise its students assigned to the Program at the LEA that such students shall be subject to LEA's policies respecting confidentiality of LEA pupil information. No University employee, University student, representative or agent shall have access to or have the right to review any LEA pupil record, including, without implied limitation, medical records, except where necessary in the regular course of the Program. The discussion, transmission or narration in any form by University students, University employees, representatives or agents of any LEA pupil information of a personal nature, medical or otherwise, obtained in the regular course of the Program is forbidden, except as a necessary part of the Program and not prohibited by law. LEA shall not grant University students assigned to the Program at LEA sites access to individually identifiable pupil information unless the pupil's parent or guardian has first given written consent using a form approved by LEA that complies with applicable state and federal laws, including FERPA and the Health Insurance Portability and Accountability Act ("HIPAA") and HIPAA implementing regulations at 45 C.F.R. § 160.103 ("HIPAA Regulations"). For purposes of this Agreement, University students assigned to the Program at the LEA are trainees and shall be considered members of LEA's "workforce" as that term is defined by HIPAA and HIPAA Regulations.



VIII. NON-DISCRIMINATION

The parties acknowledge that all University students assigned to the Program at the LEA 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, or any other basis prohibited by law.

IX. INDEMNIFICATION

University and LEA both agree to indemnify, defend, and hold harmless each other and their elected and appointed governing board members, officers, agents, and employees, against all claims, demands, damages, costs, expenses of whatever nature, including court costs and reasonable attorneys' fees, arising out of or resulting from the negligent acts or omissions or willful misconduct of each other's students, officers, employees, agents and/or representatives arising out of or in connection with the performance of this Agreement, or in proportion to the comparative fault of each other's students, officers, employees, agents and/or representatives.

X. INSURANCE

Each Party shall maintain throughout the Term of this Agreement general liability insurance as is necessary to protect against claims for injuries to persons or damages to property which may arise from or in connection with the performance of this Agreement by such Party. All such insurance shall be equivalent to coverage offered by a commercial general liability form, including, without implied limitation, personal injury and contractual liability coverage for the performance by the insured Party of the indemnity provisions set forth in this Agreement, and shall include endorsements naming the other Party as additional insured. Each Party shall upon request provide the other Party a certificate of insurance satisfactory to the requesting Party, which shall include originals of the endorsements that name the other Party as an additional insured. Each Party, at its sole option, may satisfy all or any portion of the general liability insurance requirement through a program of self-insurance, commercial insurance, or any combination thereof.

XI. GENERAL PROVISIONS

- A. This Agreement may be amended at any time by mutual agreement of the Parties without additional consideration; provided that, before any amendment shall take effect, it shall be reduced to writing and signed by both Parties.
- B. 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.
- C. In the event that any action is brought by either Party to enforce or interpret the terms of this Agreement, the prevailing Party shall be entitled to recover its costs and reasonable attorneys' fees, in addition to such other relief as the court may deem appropriate.

- D. 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.
- E. This Agreement constitutes 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.
- F. The validity, interpretation, and performance of this Agreement shall be governed by and construed in accordance with the laws of the State of California. Should either Party institute legal action to enforce any obligation contained herein, it is agreed that the proper venue of such suit or action shall be Los Angeles County, California.
- G. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

UNIVERSITY:  Claremont Graduate University Attn: Eddie Partida, Ph.D. Director, Teacher Education Program 925 N. Dartmouth Avenue Claremont, CA 91711	LEA:  Mount Diablo Unified School District Attn: _____ Title: _____ 1936 Carlotta Dr. Concord, CA 94519
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Such notice shall be deemed made when personally delivered or, when mailed, forty-eight (48) hours after deposit in the U. S. Mail, first class postage prepaid addressed to the party as shown above. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

- H. If one or more of the provisions of this Agreement are hereafter declared invalid or unenforceable by judicial, legislative, or administrative authority of competent jurisdiction, then the Parties hereto agree that the invalidity or unenforceability of any of the provisions shall not in any way affect the validity or enforceability of any other provisions of this Agreement.
- I. No change or modification of the terms or provisions of this Agreement shall be deemed valid unless set forth in writing and signed by both Parties.
- J. This Agreement shall be liberally construed to effectuate the intention of the Parties with respect to the transaction described herein. In determining the meaning of, or resolving any ambiguity with respect to, any word, phrase or provision of this Agreement, neither this Agreement nor any uncertainty or ambiguity herein will be construed or resolved against either Party (including the Party primarily responsible

for drafting and preparation of this Agreement), under any rule of construction or otherwise, it being expressly understood and agreed that the Parties have participated equally or have had equal opportunity to participate in the drafting hereof.

- K. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a party shall give the other party any contractual rights by custom, estoppel, or otherwise.
- L. All exhibits attached and referred to in this Agreement are incorporated herein as though fully set forth in this Agreement. In the event that the provisions of any exhibit conflict with the terms of this Agreement, the terms of this Agreement shall control.
- M. Each of the Parties hereto shall execute and deliver any and all additional papers, documents and other assurances, and shall do any and all acts and things reasonably necessary in connection with the performance of their obligations hereunder and to carry out the intent and agreements of the parties hereto.
- N. 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.
- O. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.
- P. In accordance with Education Code Section 17604, this Agreement is not valid or an enforceable obligation against LEA until approved or ratified by motion of the Governing Board of LEA duly passed and adopted.
- Q. Approved Signature. In addition, this agreement is not valid or enforceable obligation against LEA until signed by the LEA official authorized to enter such agreement.
- R. It is the express intention of the Parties that this Agreement shall supersede, as of the effective date, any and all other agreements otherwise in force between the parties pertaining to University's Students participation in educational fieldwork or service learning experiences at LEA facilities, including any clinical internship agreement. This paragraph shall not apply to any agreement for services that may currently be in force between the Parties, under which University is providing consulting services to LEA.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

CLAREMONT GRADUATE UNIVERSITY  
A California non-profit corporation

MOUNT DIABLO UNIFIED SCHOOL  
DISTRICT  
A California public local education agency

\_\_\_\_\_  
Patricia Easton, Ph.D.  
Executive Vice President/Provost

\_\_\_\_\_  
LEA Official:  
Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## EXHIBIT “A”

### Program Definitions

“**Students**” means persons enrolled in a program at the University which is approved by the Commission on Teacher Credentialing and which leads to an education credential.

“**Student Teachers**” means persons recommended by the University, possessing a certificate of clearance or other appropriate certificate, who have been approved to engage in unpaid classroom teaching experiences and/or individualized therapy under the supervision of a regularly-credentialed employee of the District. An assignment of a student of the University to a student teaching or placement in schools of the District shall be at the discretion of the University, working cooperatively with the District.

“**Pre-Teaching Field Experience**” shall refer to a brief (five to ten week) period in which a beginning Student in the University will actively participate in the duties and functions of classroom teaching under the direct supervision and instruction of one or more Master Teachers. As the University credential program is designed as an internship, the Pre-Teaching Field Experience is the most common form of classroom exposure before beginning an internship position. The Pre-Teaching Field Experience is not commensurate with Student Teaching.

“**Residents**” means persons recommended by the University, possessing a certificate of clearance or other appropriate certificate, who have been approved to engage in unpaid classroom teaching experiences and/or individualized therapy under the supervision of a regularly-credentialed employee of the District that has been trained as a Master Teacher by CGU. An assignment of a student of the University to a resident student teaching or placement in schools of the District shall be at the discretion of the University, working cooperatively with the District. The assignment shall last for a full academic school year. Residents may be hired as 30 day substitutes and sub for their Master Teacher or other teacher at the school site for a maximum of 2 days per week and provided it does not interfere with the Residents progress in the program. That said, Residents are able to accept a long term substitute assignment to fill in for their Master Teacher if he/she is going to be out for an extended period of time.

"**Student Interns**" means persons recommended by the University who have been approved to engage in unpaid educational service experiences (counseling, nursing, administration, librarianship, food and nutrition, paralegal, etc.) under the supervision of an appropriately trained or credentialed employee or a registered, licensed, or certified clinician/professional of the District.

"**Teaching Interns**" means persons recommended by the University, possessing a certificate of clearance and an Internship Credential, who have been approved to engage in paid teaching services under the supervision of a regularly-credentialed employee of the District and a University supervisor. The University reserves the right to issue or deny the preliminary teaching credential at the end of the internship experience. Either the District or the University may remove the teaching intern for unsatisfactory performance.

"**Student Observers**" means persons recommended by the University who have been approved to engage in observation of classroom teaching or other educational services performed by regularly-credentialed employees of the District. Student observers may be permitted to engage in limited educational fieldwork experiences under the direct supervision and in the presence of a regularly-

## EXHIBIT "A"

credentialed employee of the District. Student observers are limited to 20 hours per semester per school site. University does not provide compensation for District employees that supervise Student Observers.

**"Education Administration Fieldwork/Interns"** means persons recommended by the University who hold a baccalaureate degree from a regionally-accredited institution of higher education (EC 44453) and who have completed three years experience on a prerequisite credential, received a passing score on the CBEST, and are eligible for an Administrative Internship Credential, who have been approved to engage in paid administrative services, if this does not displace a certificated employee, and who shall be under the supervision of a regularly credentialed employee of the District and a University supervisor for a minimum of 15 weeks. The University authorizes the candidates in an administrative internship program to assume the functions authorized by the regular administrative services credential. The University reserves the right to issue or deny the preliminary administrative credential at the end of the internship experience. Either the District or the University may remove the administrative intern for unsatisfactory performance.

**"Service Learning Students"** means persons recommended by the University who have been approved to engage in service learning activities as specifically set forth in their respective associated learning plans as reviewed and agreed upon in advance by the University student, University, and District. Service learning students may be permitted to engage in activities or work with District students only under the direct supervision and in the presence of a regularly credentialed employee or a registered, licensed, or certified clinician/professional of the District.

**"English Learner Authorization"** means certificate or equivalent designation that authorizes instruction to English learners. All teacher candidates admitted to a California Multiple or Single Subject Teacher Credential Program on or after July 1, 2002 complete embedded English learner course work authorized under Assembly Bill 1059 (Chap. 711, Stats. 1999). In June 2006, an English Learner authorization was also embedded in the coursework for the Education Specialist Credential. These individuals earn an English learner authorization directly on their teaching credential.

**"University Supervisor"** means a University employed individual who meets the minimum qualifications set forth in Exhibit "D" attached hereto, and is assigned to coach, advise, mentor, evaluate and instruct University students that are in any clinical field experience or internship teaching. University Supervisors are employed as Mentor Teacher Leads and Faculty Advisors.

**"Mentor Teacher"** means an LEA employed Teacher who meets the minimum qualifications set forth in Exhibit "D" attached hereto, and has been selected through a collaborative process between LEA and University to mentor and supervise one or more University students placed in his/her classroom for the University educational fieldwork experiences.

**"Site Support Provider"** means an LEA employed individual who meets the minimum qualifications set forth in Exhibit "D" attached hereto, and is assigned by LEA to mentor the Teaching Intern in collaboration with the University and LEA supervisor/s. The SSP must be immediately available to assist the intern teacher with planning lessons that are appropriately designed and differentiated for English Learners, for assessing language needs and progress, and

## EXHIBIT “A”

for support of language accessible instruction through in-classroom modeling and coaching as needed.

**“Professional Development Plan”** means the document that is developed and monitored by the University in collaboration with the District/School that identifies individuals responsible for the intern’s support and supervision and includes a summary of activities related to weekly course planning, coaching within the classroom, problem solving regarding students, curriculum and teaching, services to interns who have not yet earned the English Learner Authorization and evaluation of the intern.

**“Participating Teachers”** means persons enrolled in CGU’s Induction Program who hold a valid California Credential and are working or engaging in classroom experiences to clear their preliminary credential.

EXHIBIT "B"

**STUDENT'S STATEMENT OF RESPONSIBILITIES**  
**AND**  
**AGREEMENT TO HOLD HARMLESS**

In connection with my participation in the educational fieldwork program ("**Program**") of Claremont Graduate University ("**University**"), at the facilities of the Mount Diablo Unified School District ("**LEA**"), pursuant to an Agreement between University and LEA, dated August 1, 2022 ("**Agreement**"), I ACKNOWLEDGE AND AGREE THAT I am solely responsible for the following:

- Providing services to or observing LEA's students only under the direct supervision of LEA's professional staff;
- Conformance to all applicable LEA policies, procedures, rules and regulations, and all requirements and restrictions specified jointly by representatives of University and LEA;
- Arranging for my own transportation to and from the LEA if not provided by University;
- Reporting to LEA on time;
- Arranging for my own health insurance when not provided by the University;
- Procuring and maintaining automobile insurance on my personal vehicle, with coverage limits as required under California law, prior to entering LEA grounds in my personal vehicle or, if entering LEA grounds in a vehicle owned by another, ensuring that the owner of such vehicle has in force an automobile insurance policy with coverage limits required by law;
- Assuming responsibility for personal illness and, prior to entering LEA grounds, providing to University and LEA proof of necessary immunizations, such as measles and rubella immunizations within the past four (4) years; negative tuberculin test; chest x-ray; and annual health examination;
- Adhering to all LEA guidelines related to COVID-19 safety and health regulations.
- Paying the full costs of any and all emergency medical care or medical services rendered to me while I am on LEA grounds in connection with the Program;
- Maintaining the confidentiality of LEA pupil information, in which connection I understand and will abide by the following:
  - a. No University student may have access to or have the right to review any LEA pupil record, including, without implied limitation, medical records, except where necessary in the regular course of the Program. The discussion, transmission or narration in any form by University students of any LEA pupil information of a



EXHIBIT "B"

personal nature, medical or otherwise, obtained in the regular course of the Program is forbidden, except as a necessary part of the practical experience.

- b. University students are subject to LEA's policies respecting confidentiality of LEA pupil information. No University student may have access to individually identifiable LEA pupil information unless the pupil's parent or guardian has first given written consent using a form approved by LEA that complies with applicable state and federal laws, including the Health Insurance Portability and Accountability Act ("**HIPAA**") and HIPAA Regulations regarding the confidentiality of health information, if applicable. In the absence of consent, University students may use only unidentified information in any discussions about the service learning experience with University, its employees, representatives, or agents.
  
  - c. University student shall strictly limit the use of video capture for the purposes of University assignments and completion of Program requirements (Teaching Performance Assessment). University student will adhere to applicable LEA policies and procedures regarding the use of recording devices and student privacy.
- Complying with LEA's dress code and wearing a name badge identifying myself as a student from the University;
  - Attending an orientation to be provided by University personnel; and
  - Notifying LEA immediately should I become aware of any violation of state or federal laws by any University student.

I FURTHER AGREE to defend, indemnify and hold harmless LEA and University, their governing board members or trustees, officers, agents, employees, and volunteers from any and all loss, cost, and expense arising out of any liability or claim of liability for personal injury, bodily injury to persons, contractual liability and/or damage to property sustained or claimed to have been sustained arising out of my activities in the Program whether such activities are authorized under the Agreement or not; and I shall pay for any and all damage to the property of LEA, or loss or theft of such property, done or caused by me. I understand that LEA assumes no responsibility whatsoever for any property placed on LEA premises by me or University. I further agree to waive all rights of subrogation against LEA and/or University. The provisions of this Hold Harmless Agreement do not apply to any damage or losses caused solely by the negligence of LEA and/or University or any of their agents or employees.

Signed: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

EXHIBIT "C"

**University's Obligations with Respect to District Labor Disputes**

In the event of District labor disputes, University shall ensure the following:

- A. In the event of a labor dispute in the District, University will direct its students involved in the Program at the District to report to the University until the University supervisor and Program coordinator have assessed the situation.
- B. During a labor dispute at a District Program site, University faculty members who supervise students will visit the District's school site on a regular basis to observe and to meet with District personnel, and such University faculty members shall determine on behalf of the University whether the situation remains educationally valid and physically safe for Program activity.
- C. During District labor disputes, if the aforementioned University personnel determine, in their sole and absolute discretion, that the situation is educationally valid and physically safe and that the District teacher or supervisor is present in his/her regular position, the University supervisor will allow the student the option of continuing Program activities at that site or of terminating the assignment.
- D. University shall be solely responsible for evaluating the safety of its students in the event of a District labor dispute and for making the determination as to whether its students may safely continue their Program experiences at District sites.

## EXHIBIT “D”

### Roles and Responsibilities

#### Mentor Teachers

Mentor Teachers are school district employees who have been selected by TEP to work with our candidates during Phase 1 (pre-teaching) and Phase 2 (Residency) because of their efficacy in fostering academic success for culturally and linguistically diverse students, and because of their commitment and ability to coach and mentor candidates. TEP’s Mentor Teachers are hand-selected and routinely participate in professional development.

Mentor Teachers play a vital role in ushering candidates into the profession. Their experience, support and modeling of teaching and professional practices leave a lasting impression on candidates’ own perceptions and practices. All Mentor Teachers bring to the position different aspects of teaching of importance to them and we encourage them to share these interests and talents with their candidate(s). In addition, the following expectations reflect the experiences *all* candidates need on their journey to becoming highly effective teachers.

#### Coaching Expectations

Mentor, support, provide constructive feedback to candidates’ and evaluate progress regarding their development of the Critical Social Justice Teaching Competencies and California TPEs, and progress toward their goals.
Help candidates bridge academic/theoretical discussions with clinical/practical school realities.
Meet with candidates regularly to debrief the day, plan, review student work, prepare for lessons, develop assessments and discuss classroom ecology/routines.
Support short and long-term lesson planning through modeling and consulting, collaborating, and coaching.
Introduce candidates to the political nature in schools (i.e., where to get help; whom to talk to about various topics; roles and responsibilities of support personnel; etc.) and provide guidance on how to successfully navigate this environment.
Assist candidates with finding, developing, and/or utilizing appropriate resources, including technology, materials, artifacts, and/or data necessary to complete credential and course assignments.
Assistant in the creation and execution of an action plan if your assigned candidate is struggling to meet program and/or school site expectations.

#### Pedagogical & Professional Modeling Expectations

Model varied research-based and culturally responsive instructional strategies that are aligned with program and state requirements; provide candidates with explanations of implementation and rationale.
Model and include candidates in <i>consistent</i> short- and long-term planning and execution of standards-based lessons/units using state-adopted resources.
Model strategies to differentiate instruction for students’ cultural, linguistic, and developmental needs, including English language learners and students with special needs. [ <i>i.e. evidence-based strategies for integrated and designated English Language Development (ELD)</i> ].

## EXHIBIT “D”

Model a Warm Demander demeanor, including effective strategies for nurturing a productive and engaging classroom ecology ( <i>e.g. classroom organization, norms, rituals, and routines</i> ) with particular emphasis on empowering traditionally marginalized or oppressed students.
Model using multiple methods of assessment to make students’ learning/understanding visible <i>and</i> to inform instruction.
Model how to use reflection and analysis of one’s teaching to inform and improve future instruction.
Model developmentally appropriate, ethical, and professional relationships and communication with students, households, staff, and colleagues.
Model effective communication with families that builds strong home and community relationships and enhances students’ learning and growth.
Model professional behavior, including professional dress, preparedness, timeliness, and other professional duties.

### Professional Duties & Responsibilities

Embody, actualize, and promote TEP’s critical social justice mission; recognize and seek to change injustice and inequity in the school system and classroom.
Schedule and conduct a minimum of 6 formal observations per semester using the <u>POD</u> (Prepare-Observe-Debrief) cycle in a manner that best facilitates and promotes candidates’ reflection and growth over the term.
Regularly read and respond to candidate’s reflection journal.
Evaluate candidate progress in light of TPEs and TEPs CSJ Teaching Competencies.
Communicate regularly with TEP regarding candidate progress.
Notify relevant TEP Mentor Teacher Leads and/or TEP Leadership as soon as there is any concern pertaining to a Candidate or the clinical experience.
Attend CGU-sponsored professional development and other meetings.
Complete all required CGU-documentation and submit CGU-required paperwork in a timely manner.
Provide a letter of recommendation/reference for candidates that have successfully completed the clinical experience.

### Requirements

Expert in content area with knowledge of effective content-specific pedagogy and instructional practices
Recent professional experiences in school settings where curriculum aligns with CA adopted content standards and frameworks
Experience working in schools that reflect the diversity of CA’s diverse student population
Hold a valid teaching credential (clear or equivalent)
Minimum of three to five years of exceptional teaching experience
Recommendation for administrator and approval from LEA Human Resources
Interview/observation by CGU TEP

## EXHIBIT “D”

### **Site Support Providers**

Site Support Providers (SSPs) are school LEA employees or contracted individuals who have been selected by the LEA to support and mentor teachers on an intern credential. They provide the intern with support and mentorship related to weekly course planning, coaching within the classroom, problem solving regarding students, curriculum and teaching.

### **Coaching Expectations**

Mentor, support, provide constructive feedback to candidates’ and evaluate progress regarding their development of the Critical Social Justice Teaching Competencies and California TPEs, and progress toward their goals.
Meet with candidates regularly to debrief the day, plan, review student work, prepare for lessons, develop assessments and discuss classroom ecology/routines.
Support short and long-term lesson planning through modeling and consulting, collaborating, and coaching.
Introduce candidates to the political nature in schools (i.e., where to get help; whom to talk to about various topics; roles and responsibilities of support personnel; etc.) and provide guidance on how to successfully navigate this environment.
Assist candidates with finding, developing, and/or utilizing appropriate resources, including technology, materials, artifacts, and/or data necessary to complete credential and course assignments.

### **Professional Duties & Responsibilities**

Unsure that the candidate receives a minimum of 5 hours of school-based support each week; support may include PD, staff meetings, department meetings, collaborative lunch meetings, shared-planning time, etc.
Communicate regularly with TEP regarding candidate progress.
Notify relevant TEP Mentor Teacher Leads and/or TEP Leadership as soon as there is any concern pertaining to a Candidate or the clinical experience.
Provide evidence of mentor training and/or attend CGU-sponsored professional development.
Complete all required CGU-documentation and submit CGU-required paperwork in a timely manner.

### **Requirements**

Expert in content area with knowledge of effective content-specific pedagogy and instructional practices
Hold a valid teaching credential (clear or equivalent)
Minimum of three to five years of exceptional teaching experience
Recommendation for administrator

## EXHIBIT “D”

### **Mentor Teacher Leads**

TEP’s Mentor Teacher Leads work with us during the Pre-teaching and Residency Experience. Mentor Teacher Leads support the Mentor Teachers and candidates within a designated geographic region, and serves as a liaison between the candidate, the Mentor Teacher, the school district/site, and TEP’s Leadership.

### **Coaching Expectations**

Guide and support TEP’s Mentor Teachers so that they can best help their candidate develop the TEP Critical Social Justice Teaching Competencies and the California TPEs; as needed, provide resources, materials, and ideas to help them meet the needs of individual candidates.
As needed, assist with training Mentor Teachers.
Conduct a minimum of three informal observations of all assigned candidates, each semester. Collect evidence and provide feedback in terms of the TPEs and TEP Critical Social Justice Teaching Competencies.
Communicate, clarify, and promote TEP’s mission and expectations to both candidates and Mentor Teachers.
Help resolve issues/problems that arise between the candidate, Mentor Teacher, students, households/community and/or the school site.
Guide the creation and execution of an action plan for any candidate not meeting program expectations.

### **Professional Expectations**

Embody, actualize, and promote TEP’s critical social justice mission; recognize and seek to change injustice and inequity in the school system and classroom.
Maintain communication between designated Mentor Teachers, candidates, and TEP Leadership, including processing documentation associated with the clinical experience.
Communicate regularly with the administrators at designated school sites.
Monitor candidates’ progress and Mentor Teachers’ effectiveness and report any issues or concerns to TEP Leadership.
Maintain a communication log with TEP Leadership.
Attend CGU-sponsored professional development and other meetings.
Complete all required CGU-documentation; <i>submit documentation for mileage reimbursement within 30 days.</i>
Write a letter of recommendation/reference for each assigned candidate.
Provide TEP Leadership with feedback to help improve the program and Pre-teaching experience.

### **Requirements**

Expert in content area with knowledge of effective content-specific pedagogy and instructional practices
Recent professional experiences in school settings where curriculum aligns with CA adopted content standards and frameworks
Experience working in schools that reflect the diversity of CA’s diverse student population
Hold a valid teaching credential (clear or equivalent)

## EXHIBIT “D”

Minimum of three to five years of exceptional teaching experience
Recommendation for administrator and approval from LEA Human Resources
Interview/observation by CGU TEP

### **Clinical Faculty Advisors**

TEP’s Clinical Faculty Advisors work with candidates during the year-long Phase II of the clinical experience. These experienced educators support candidates within a designated geographic region, and serve as a liaison between the candidate, the school district/site, and TEP’s Leadership. Clinical Faculty advisors help candidates bridge the connection academic/theoretical concepts with clinical realities.

### **Coaching Expectations**

Mentor, support, and provide feedback to teacher candidates regarding the development of the TEP Critical Social Justice Teaching Competencies and the California TPEs, and progress to their goals
Discuss and provide a model of varied research-based and culturally responsive instructional strategies; provide candidates with explanations of implementation and rationale of how and when to use strategies effectively.
Communicate, clarify, and promote TEP’s mission and expectations to both candidates and Mentor Teachers/SSPs.
Help resolve issues/problems that arise between the candidate, Mentor Teacher, Site Support Providers, students, households/community and/or the school site.
Be accessible to candidates during working hours, via email and/or phone to discuss timely questions pertaining to coursework and/or clinical experiences.
Assist candidates with finding, developing, and/or utilizing appropriate resources, including technology, materials, artifacts, and/or assessment data necessary to complete credential and or academic course assignments.
Evaluate the progress of your candidate considering the TEP Critical Social Justice Teaching Competencies and TPEs.

### **Professional Expectations**

Embody, actualize, and promote TEP’s critical social justice mission; recognize and seek to change injustice and inequity in the school system and classroom.
Maintain communication between designated Mentor Teachers, SSPs, candidates, and TEP Leadership, including processing documentation associated with the clinical experience.
Schedule and conduct the required number of formal observations using the POD (Plan-Observe-Debrief) cycle in a manner that best facilitates and promotes candidates’ reflection and growth over the term.
Communicate regularly with the administrators at designated school sites.
Maintain a presence at assigned school sites, monitor candidates’ progress and Mentor Teachers’ effectiveness, and report any issues or concerns to TEP Leadership.
Maintain regular communication with TEP Leadership.
Attend CGU-sponsored professional development and other meetings.

EXHIBIT “D”

Complete all required CGU-documentation; <i>submit documentation for mileage reimbursement within 30 days.</i>
Write a letter of recommendation/reference for each assigned candidate.
Provide TEP Leadership with feedback to help improve the program and Pre-teaching experience.

Requirements

Expert in content area with knowledge of effective content-specific pedagogy and instructional practices
Recent professional experiences in school settings where curriculum aligns with CA adopted content standards and frameworks
Experience working in schools that reflect the diversity of CA’s diverse student population
Hold a valid teaching credential (clear or equivalent)
Minimum of three to five years of exceptional teaching experience
Recommendation for administrator and approval from LEA Human Resources
Interview/observation by CGU TEP



EXHIBIT "E"

CLAREMONT GRADUATE UNIVERSITY  
TEACHER EDUCATION PROGRAM

CLINICAL FIELD EXPERIENCE PLACEMENT REQUEST

1 STUDENT NAME \_\_\_\_\_  
Street Address \_\_\_\_\_  
City \_\_\_\_\_ Zip \_\_\_\_\_  
Home Telephone (\_\_\_\_) \_\_\_\_\_ Work Telephone (\_\_\_\_) \_\_\_\_\_

2 SETTING  
 Elementary Grade(s) \_\_\_\_\_  
 Middle School Subject or Core \_\_\_\_\_  
 High School Subject(s) \_\_\_\_\_

3 CLASSROOM  
 English Only  
 Structured English Immersion  
 Bilingual

4 DISTRICT/LEA \_\_\_\_\_ Telephone \_\_\_\_\_

5 SCHOOL NAME \_\_\_\_\_  
Street Address \_\_\_\_\_  
City \_\_\_\_\_ Zip \_\_\_\_\_  
Principal's Name \_\_\_\_\_ Telephone \_\_\_\_\_  
Principal's Email \_\_\_\_\_  
Student start date \_\_\_\_\_  
Student end date \_\_\_\_\_

6 TERMS

DAYS	M	T	W	Th	Fr
HOURS					

Type of Placement:  
 Pre-Teaching  
 Residency  
 Student Teaching  
 Other:

7 MASTER TEACHER INFORMATION or DISTRICT EMPLOYED SUPERVISOR  
Name \_\_\_\_\_ Phone Number: \_\_\_\_\_  
Email \_\_\_\_\_ Room#: \_\_\_\_\_

8 SUBSTITUTE TEACHING  
 Yes, Student may be hired as 30 day sub  
 No, student may not be hired as 30 day sub

8 Approval  
 Placement Approved  
 Placement Denied

9 District Representative: \_\_\_\_\_  
Date: \_\_\_\_\_

*This school meets the ethnic, linguistic and economic diversity requirements of the CGU Teacher Education Program.*

or  
District Coordinator Co-Director approval required, if above boxed diversity requirements not met.