

**AGREEMENT FOR STUDENT PLACEMENT
BETWEEN
CALIFORNIA STATE UNIVERSITY, SACRAMENTO
COLLEGE OF EDUCATION
AND
MT. DIABLO UNIFIED SCHOOL DISTRICT**

The Agreement is entered into, by and between the Board of Trustees of the California State University, and its Sacramento campus (specifically the California State University, Sacramento College of Education), hereinafter collectively the “UNIVERSITY” and Mt. Diablo Unified School District hereinafter called the “HOST”. UNIVERSITY and HOST are collectively referred to as the Parties.

PURPOSE: To establish that the UNIVERSITY and HOST are engaged in a partnership for the training and support of College of Education pre-service candidates completing elements of the clinical experience required by the Commission on Teacher Credentialing (CTC) approved educator preparation program.

DEFINITION: For the purpose of this agreement the term pre-service candidate placement or reference to placement shall encompass students, student teachers, trainees, and interns completing elements of a clinical experience as required by their CTC-approved educator preparation program. For the purposes of this agreement the term clinical experience shall encompass formal field work experiences that require a pre-service candidate placement, including early field experience, student teaching, practicum, and internships. When special conditions apply to interns only (from any credential program), these are specifically described.

I. GENERAL INFORMATION

- A. HOST has facilities and programs to provide an appropriate pre-service candidate placement, for students of the UNIVERSITY that meet university and accreditation (state and/or national) program standards, as relevant.
- B. UNIVERSITY has students that need a hosted pre-service placement experience. Said UNIVERSITY and the students will benefit from the pre-service placement experience. Students are only eligible to participate in placements while enrolled in a university course where such placement is required.
- C. HOST is aware of and informed about the hazards currently known to be associated with the novel coronavirus referred to as “COVID-19”. HOST 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. HOST, 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, HOST will take steps to comply with the modified, changed or updated guidelines or directives. If at any time HOST becomes aware that it is not in compliance with CDC guidelines or an applicable governmental directive, it will notify California State University, Sacramento of that fact.

II. HOST RESPONSIBILITIES

Subject to such reasonable rules and regulations as HOST shall from time to time adopt, HOST shall:

- A. Participate with UNIVERSITY in planning placement experience, including those experiences required to complete summative performance assessment(s), appropriate to the program;

- B. Require each student to conform to the health examination and background check requirements and standards of State and Federal laws and regulations, which includes submission of a negative tuberculosis test prior to placement;
- C. At its discretion, require the completion of a background check and/or fingerprint clearance through the Department of Justice and/or Federal Bureau of Investigation as a prerequisite to serving as a pre-service candidate in a formal placement;
- D. Designate lines of authority and communication for relations between the UNIVERSITY faculty and HOST personnel so as to carry out the purpose of the agreement;
- E. Enforce the rules, regulations and requirements governing the pre-service candidates participating in the program; said rules, regulations and requirements to be agreed upon by the HOST and UNIVERSITY;
- F. It is understood and agreed that HOST shall have the right to require all pre-service candidates who desire to participate with the HOST, to authorize and consent in writing to release HOST and its representatives of liability for any and all acts performed in good faith and without malice in connection with such placement experience.
- G. It is understood that in case of an emergency involving the pre-service candidate, the UNIVERSITY should be contacted by the HOST as soon as possible.
- H. Pre-service candidates shall be informed by the HOST of the privacy regulations and standard of the HOST and shall be expected to comply.
- I. It is understood and agreed that HOST shall participate with the UNIVERSITY in planning and implementing a comprehensive and coordinated program of selection, training, and support for on-site mentors of pre-service candidates, in conformance with the most current requirements established by the Commission on Teacher Credentialing (see District-Employed Supervisors per Exhibit A). It is further understood and agreed that HOST shall participate with the UNIVERSITY in planning and implementing a comprehensive and coordinated program of selection, training, and support for on-site mentors of those pre-service candidates serving on an intern credential, in conformance with the most current requirements established by the Commission on Teacher Credentialing. (see Intern Document, per Exhibit B)

III. UNIVERSITY RESPONSIBILITIES

- A. Recommend for placement experience only those pre-service candidates who possess a satisfactory record and have met the minimum requirements established by the State of California and the UNIVERSITY for the particular program, including the program of serving on an intern credential;
- B. Require each pre-service candidate to conform to the health examination and background check requirements and standards of State and Federal laws and regulations;
- C. Designate lines of authority and communication for relations between the UNIVERSITY faculty and HOST personnel so as to carry out the purpose of the agreement;
- D. Retain general responsibility for instruction and related matters concerning pre-service candidate participation in the training program at HOST, subject to such sharing of responsibility with UNIVERSITY as shall be agreed upon by HOST and UNIVERSITY. Pre-service candidates' discipline shall be the sole responsibility of the UNIVERSITY; however the HOST and/or

UNIVERSITY may terminate the participation by any pre-service candidate who, at the determination of the HOST or UNIVERSITY does not comply with the requirements of the program or rules and regulations of the HOST, UNIVERSITY, and or State or Federal laws or regulations. Pre-service candidates' placement may also be terminated by HOST for incompetence: lack of ethics, character, any violation of the privacy standards of the HOST and/or any other conduct that the HOST or UNIVERSITY determines places at risk either the safety or well-being of the HOST's students and/or staff. If a pre-service candidate's participation is terminated by the HOST or UNIVERSITY, the terminating party shall provide immediate written notification to the other. The HOST shall have no responsibility to place the pre-service in any other location and/or placement;

- E. Enforce the rules, regulations and requirements governing the pre-service candidates participating in the program; said rules, regulations and requirements to be agreed upon by the HOST and UNIVERSITY;
- F. For interns only:
 - 1. UNIVERSITY confirms that the pre-service candidate meets all the criteria for an intern credential, as established by this program sponsor and approved by the Commission on Teacher Credentialing per Exhibit A, hereby attached and incorporated into this agreement.
 - 2. Assign a supervisor who has successfully completed UNIVERSITY-provided intern supervision training
 - 3. Assign intern supervision duties that adhere to the most current requirements established by the Commission on Teacher Credentialing and articulated by the UNIVERSITY in its approved Intern Document, per Exhibit B.
 - 4. Participate with the HOST in planning and implementing a comprehensive and coordinated program of support and mentoring for the intern teacher, in conformance with the most current requirements established by the Commission on Teacher Credentialing and articulated by the UNIVERSITY in its approved Intern Document, per Exhibit B.

IV. SHARED RESPONSIBILITIES FOR INTERNS HIRED BY THE HOST AS INTERN EDUCATORS ONLY

- A. It is agreed that the HOST is seeking applicants for a paid, certificated position for which pre-service candidates from this UNIVERSITY may qualify and may be contracted, subject to the normal rules and procedures followed by the HOST when hiring new certificated personnel.
- B. Pre-service candidates who have been hired into a certificated position by the HOST as an intern will be expected to fulfill the terms of the employment contract as specified by the HOST, including maintaining employment beyond the academic calendar of the UNIVERSITY.
- C. HOST certifies that interns do not displace certificated employees within the HOST district.

V. NON-DISCRIMINATION

The parties agree that no person, staff, or student shall, on the basis of race, color, religion, national origin, sex, sexual orientation, marital status, age, disability, or medical condition, be excluded from participation in, be denied the benefit of or be subjected to discrimination under this agreement. This agreement shall take into consideration the operational requirements and limitations of the HOST. HOST shall abide by appropriate State and Federal laws governing Reasonable Accommodation and the Americans with Disabilities Act.

VI. STATUS OF UNIVERSITY AND HOST

- A. Pre-service candidates, except those with an active employment contract from the HOST, shall not be deemed to be employees of HOST by virtue of their participation in the fieldwork experience and shall not be entitled to any employment benefits, including retirement and health benefits. HOST shall not be responsible for providing worker's compensation insurance. The UNIVERSITY shall be responsible for ensuring that pre-service candidates have appropriate insurance coverage.
- B. Except as specifically provided in this Agreement, or in any subsequent amendment thereto, no monetary obligation on the part of the UNIVERSITY or the HOST to each other is hereby created; consideration for this agreement is furnished by the mutual benefits and promises of the parties.
- C. Nothing in this Agreement is intended to create any employment and/or other agency between the parties and the parties will not represent themselves as being an employee and/or agent of the other.

VII. RELEASE OF RECORDS AND/OR INFORMATION

- A. The parties acknowledge that the education records of UNIVERSITY pre-service candidates assigned to the HOST may fall within the definition and protection of education records under the federal *Family Educational Rights and Privacy Act* (FERPA), 20 U.S.C. §1232g and/or employment records for paid/contracted interns. The parties agree to comply with the requirements of state and federal privacy laws, including FERPA and its implementing regulations at 34 C.F.R. Part 99 and to protect the privacy of records concerning any UNIVERSITY pre-service assigned to the HOST under this Agreement. Paid/contracted intern records with the HOST may also constitute employment records protected from disclosure absent consent under applicable federal and state laws.
- B. In order to allow the HOST and UNIVERSITY to jointly monitor the pre-service candidate's performance in the placement, all pre-service candidates shall as a condition to their placement execute a "Release of Records" (Exhibit C) which allows the HOST and UNIVERSITY to share information that may otherwise be protected from disclosure as an educational record (and/or employment record) to the extent the information relates to the performance of the pre-service candidate in the placement or internship. Failure to execute the "Release of Records" shall make the pre-service candidate ineligible for placement with HOST.
- C. Each party to this Agreement will immediately notify the other in the event it becomes aware of violations of the other institution's rules, regulations, policies or procedures by the student and/or any negligent or intentional conduct when the conduct of the pre-service candidate jeopardizes the health and/or safety of HOST's student or staff. The parties agree to cooperate in the investigation of any such conduct, so long as an appropriate release of information has been obtained (as required under VIII. A).

VIII. INSURANCE

- A. University Student Insurance. All pre-service candidates performing field work, internships and similar activities who are registered in for-credit courses for which activities in field placements are required are covered with general and/or professional

liability insurance with blanket policies held by the University. University will provide documentation of same upon request.

- B. HOST Insurance. HOST shall procure and maintain in force during the term of this Agreement, at its sole cost and expense, insurance in amounts that are reasonably necessary to protect it against liability arising from any and all negligent acts or incidents caused by its employees and list the University as an additional insured.
- C. UNIVERSITY Insurance. It is understood and agreed that the California State University is a self-insured public agency of the State of California. UNIVERSITY maintains self-insurance programs to fund its respective liabilities.
- D. Evidence of Insurance, Certificates of Insurance or other similar documentation shall not be required of either party under this agreement.

IX. INDEMNIFICATION

- A. The UNIVERSITY shall defend, indemnify, and hold the HOST, its officers, employees, and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the UNIVERSITY, its officers, employees or agents.
- B. The HOST shall defend, indemnify, and hold UNIVERSITY, its officers, employees, and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of HOST, its officers, employees or agents.
- C. The parties intend that the principle of comparative fault shall govern this Agreement. This provision shall survive the termination of this Agreement.

X. TERM AND TERMINATION

- A. This agreement shall become effective as of the date of final execution and shall remain in effect for five (5) years.
- B. Either party may terminate this agreement by giving the other party 30 days' written notice of termination. However, both parties will act to protect those students currently placed with the Host at the time of the termination such that they will be allowed to complete their placement without interruption.

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 the 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. 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.
- D. 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.
- E. This Agreement shall be governed by the laws of the State of California.
- F. Nothing in this Agreement is intended to create any right in third parties to enforce and/or otherwise benefit from the terms set for.
- G. Any notice required or permitted hereunder shall be deemed given when personally delivered to the recipient thereof or when mailed by registered or certified mail, return receipt requested, or by electronic mail which may include .pdf documents, at the addresses set forth below, however acceptance of any proposed changes shall occur in accordance with Section XI. General Provisions, A., of this agreement:

UNIVERSITY:
California State University, Sacramento
Attn: Procurement and Contract Services
6000 J Street, MS 6008
Sacramento, CA 95819
k.paclibar@csus.edu

HOST:
Mt. Diablo Unified School District
1936 Carlotta Drive
Concord, CA 94519
Lewiss@mdusd.org

IN WITNESS WHEREOF, by signing below, each of the following represent that they have authority to execute this Agreement and to bind the party on whose behalf their signature is made.

California State University, Sacramento

Mt. Diablo Unified School District

By: _____
Kathleen Paclibar
Contract Specialist II
Procurement and Contract Services

By: _____
(signature)

Name: _____

Title: _____

Date: _____

Date: _____

EXHIBIT A

RELEVANT STANDARDS FOR EDUCATOR PREPARATION PROGRAMS

This Exhibit will be updated as relevant changes are made to program standards by the CTC. Information in this Exhibit relates specifically to II-I in this agreement.

For Multiple and Single Subject Teacher Preparation Programs:

Standard 3A: “The program provides initial orientation for preparation program supervisors and district-employed supervisors of clinical practice experiences to ensure all supervisors understand their role and expectations. The minimal amount of program supervision involving formal evaluation of each candidate must be 4 times per quarter or 6 times per semester. The minimum amount of district-employed supervisors’ support and guidance must be 5 hours per week” (page iii).

Standard 3D: “The program provides district employed supervisors a minimum of 10 hours of initial orientation to the program curriculum, about effective supervision approaches such as cognitive coaching, adult learning theory, and current content-specific pedagogy and instructional practices. The program ensures that district employed supervisors remain current in the knowledge and skills for candidate supervision and program expectations” (page v).

The most current standards were adopted in December 2015, and revisions were adopted on June 22, 2017. They can be viewed here: <https://www.ctc.ca.gov/docs/default-source/educator-prep/standards/prelimmsstandard-pdf.pdf?sfvrsn=2>

The above language is relevant to the qualifications and duties of on-site mentors excerpted from standards approved by the Commission on Teacher Credentialing (CTC) for educator preparation programs sponsored by California State University, Sacramento.

For PPS: School Counselor Programs:

Per Program Standard 31, a total of 600 clinical experience hours completed in a TK-12 public school setting is required.

For PPS: School Psychology Programs:

Per Program Standard 26: During the internship a minimum of 800 clock hours must be obtained in a preschool to grade-12 school setting providing direct and indirect services to pupils. No more than 400 clock hours can be completed in a non-school setting.

EXHIBIT B

NOTE: This exhibit shall apply only for student teacher interns.

On June 3, 2013, the Commission on Teacher Credentialing issued Program Sponsor Alert 13-06 detailing new requirements for programs that offered intern credentials. This PSA is available at: <http://www.ctc.ca.gov/educator-prep/PS-alerts/2013/PSA-13-06.pdf>.

In response to this PSA, the UNIVERSITY prepared and submitted revised program documents reflecting the new requirements. On June 30, 2014 the Commission on Teacher Credentialing approved these revised program documents, thereby granting approval to Sacramento State University to issue intern credentials to qualified teacher credential candidates. Terms of the revised program documents include specific mentoring and support that the HOST and UNIVERSITY must provide including:

- Assignment by the HOST of a mentor who meets the criteria identified in 3.C.ii.1. of this Agreement and who is available to provide regular on-site support to the intern teacher.
- Assignment of a UNIVERSITY supervisor who meets the criteria identified in 3.C.1. of this Agreement and who is assigned to provide regular on-site support to the intern teacher, in coordination with the HOST mentor.
 - Regular on-site support includes observation/coaching sessions, provision of materials and resources, feedback on lesson plans, logistical support (bulletin boards, instructional materials, etc.), and other types of assistance designed to strengthen the intern teacher's instructional effectiveness
 - Regular on-site support must be provided in a scheduled and coordinated manner and must adhere to these requirements:
 - 2 hours of support per every five instructional days for general instruction coaching and mentoring AND
 - 5 hours of support per month specific to teaching English learners
- The intern teacher's faculty advisor will assist the HOST mentor and the UNIVERSITY supervisor in creating this coordinated and regular system of support.

EXHIBIT C

University Student Consent for Release of Records for Student (Pre-Service Candidate) Placement

The federal *Family Educational Rights and Privacy Act of 1974*, as amended, seeks to guarantee both a university student's right of access to education records, financial aid records and financial records, and the confidentiality of university student information. Institutions may not disclose information contained in education record without the university student's written consent except under certain conditions. A university student's record may be release to parents, guardians or other third parties by providing a written authorization or consent. For paid interns, the records maintained by their HOST may also constitute employment records subject to privacy protections under state and federal law.

UNIVERSITY STUDENT CONSENT FOR RELEASE OF INFORMATION

In order to enable the UNIVERSITY and HOST to monitor my performance in the pre-service candidate placement, I hereby authorize the UNIVERSITY and the HOST identified below to release all education records (as defined by FERPA) and/or employment records relating to my performance in the placement described below, and the information contained therein from one to the other, or its authorized representative, upon request. I further release the UNIVERSITY, and the HOST and their respective Trustees, Officers, and Employees from any and all liability for release of my education records.

This Release of Records ("Release") is subject to the following:

- I understand that this Release, and the authorization given above, is effective immediately and expires at the completion of my placement with the HOST.
- I understand that this Release is necessary for my placement and that this release is necessary for the sharing of information between the UNIVERSITY and HOST relating to my performance in said placement.
- I understand that I may revoke this Release, in writing, at any time, but if I revoke, I may no longer be eligible for a placement with the HOST, and my placement could be terminated.
- I understand that I may receive a copy of all records released pursuant to this Release, upon my request.
- I waive all rights under FERPA with regard to the release of records described herein as well as any other state and federal law governing the privacy of records held by the HOST that may constitute employment records.
- This Release does not apply to any other third party requestor of my education records.
- Further, the UNIVERSITY and HOST will not release my education and/or employment records to any third party without my express written consent.

By signing below, I certify that I have read this Release of Records form and understand its meaning and purpose.

Signature of University Student/Pre-Service Candidate
Date

Name of University Student/Pre-Service Candidate (Printed)

Nature of Placement (e.g. clinical experience, intern, etc.):

Dates of Placement:

Name and Address of HOST Institution:

Name and Title of Designated Individual at HOST Institution to Request Record:

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