

Agreement between Las Virgenes Unified School District ("District") and California State University, Long Beach ("University")

This Agreement is made between Las Virgenes Unified School District ("District") and California State University, Long Beach ("University"). It is the parties' intent that this agreement is a cooperative agreement for the benefit of the public and that entering into this agreement does not in any way enlarge either parties' obligations under federal or state law.

Whereas, the University has an approved program ("Program") of Early Fieldwork and Pre-Student Teaching and Student Teaching Credential; and

Whereas, the University desires the cooperation of the District in the training of its students, which will provide a benefit to the public; and

Whereas, pursuant to the provisions of Section 44320 of the California Education Code, the governing board of a District 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 teaching experience through directed teaching to students enrolled in teacher education curricular of such institution; and

Whereas, any such agreement may provide for the payment in money or services rendered by the District in an amount not to exceed the actual cost to the District of the services rendered by the District.

Now, therefore, it is mutually agreed between the parties hereto as follows:

Term

This Agreement will commence on January 1, 2021, and is valid for five (5) years (or if changes are required for CTC regulations or standards).

Termination or Amendment

This agreement may be terminated or amended in writing at any time by mutual consent of the parties hereto, or upon 30 days advance notice to either party. In the event of cancellation prior to completion of the Teaching Assignment, Internship, Field Assignment or other agreed upon coursework for University, parties will mutually agree on a termination plan.

Laws, Rules and Regulations

University shall be responsible for ascertaining from District all of the rules and regulations pertaining to safety, security, and driving on school grounds, particularly when children are present. The Student is required to comply with Education Code section 45125.1, Fingerprint certification requirements. University must provide proof that fingerprint certification requirements have been fulfilled prior to commencing any services for the District under this Agreement. The Student is required to comply with Education Code section 49406, Examination for tuberculosis requirements. Student must have completed a tuberculosis risk assessment questionnaire administered by a licensed physician, or credentialed school nurse.


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Reservation of Rights: Placement

District and University each reserve the right to withhold or withdraw the placement of students depending upon the availability of facilities and qualified support personnel to adequately provide a satisfactory field experience.

District may request that University withdraw from the program any student whom the District determines, in its sole discretion, is not performing satisfactorily, refuses to follow District administrative policies, procedures, rules, and regulations, is deemed unsuitable, or violates any federal or state laws. Such requests will be in writing. Once the University receives the request in writing, the University shall take appropriate steps to comply.

Severability

It is intended that each paragraph of this Agreement shall be treated as separate and divisible, and in the event that any paragraphs are deemed unenforceable, the remainder shall continue to be in full force and effect so long as the primary purpose of this Agreement is unaffected.

Law, Venue and Attorney Fees

University hereby acknowledges and agrees that District is a public entity, which is subject to certain requirements and limitations. This Agreement shall be interpreted with the laws of the State of California. Any actions shall be brought in the County of Los Angeles, California. In the event of any such litigation between the parties, the prevailing party shall be entitled to recover all reasonable costs incurred, including reasonable attorney's fees, as determined by the court.

Indemnification

- (a) *Indemnification by District.* To the extent allowable by law, District 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 the District, its officers, agents, or employees.
- (b) *Indemnification by University.* To the extent allowable by law, University shall defend, indemnify and hold the District, its officers, students, 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 University, its officers, agents or employees.

Special Covid-19 Responsibilities

University's responsibility and liability set forth herein shall include, but is not limited to, taking all steps and actions necessary or required to address the COVID pandemic including but not limited to, notifying any Student of the University who will be at the District campuses of their obligations to comply with all current and future requirements and recommendations issued by any government agency (including the City, County, State, or the Federal Government, including its associated agencies such as the Center for Disease Control) related to the COVID pandemic that are applicable to the conduct of their program for the District,

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whether the program is operated on the District property or not, including adherence to any protective measures established by such government agencies applicable to activities at or use of the District's property for their program. District may, as a condition of in-person participation in the teaching program, require University students to sign a COVID-19 waiver of liability or other hold harmless agreement.

District, at its sole discretion, can require University to cancel or reschedule any student teaching program, field experience, internship or any other type of on-site learning program planned by University at the property if District determines, at its sole discretion, that such activity would be in violation of any applicable governmental regulation or requirement or create a public safety hazard.

Confidentiality

- a. All verbal and written information exchanges, as well as proprietary information relating to business practices, procedures or methods of the District or the project shall remain strictly confidential and shall not be disclosed without consent of the District. The University agrees to notify candidates that they are responsible for respecting and maintaining the confidentiality of all information with respect to all students of the District.

The University and the District agree to comply with the Family Educational Rights and Privacy Act (FERPA) of 1974, and all requirements imposed by or pursuant to regulation of the Department of Education to the end that the rights and privacy of the students enrolled in the District and of their parents are not violated or invaded. This assurance is given to obtain access to individual student data for the purpose of using said data to fulfill assignments or contractual obligations with the District. The provisions of the Family Educational Rights and Privacy Act of 1974 include, but are not limited to ensuring that (a) no identification of students or their parent(s)/guardian(s) by persons other than students or representatives of the University and required persons performing activities mandated by the California Department of Education, California Commission on Teacher Credentialing (i.e. auditors) is permitted; (b) the individual student data will be destroyed when no longer needed for the purpose(s) for which they were obtained; (c) no access to individual student data shall be granted by the University to any other persons, agency, or organization without the written consent of the pupil's parent/guardian, except for sharing with other persons within the District or representatives of the University, so long as those persons have a legitimate interest in the information; (d) the District will not disclose the candidate records of the University's candidates except to University and District officials who have a legitimate need for the information consistent with their official responsibilities.

Students

The parties agree that the students are considered learners who are fulfilling specific requirements for field experiences as part of a degree and/or credential requirement. Therefore, regardless of the nature or extent of the acts performed by them, students are not to be considered employees or agents of either party for any purpose including Workers' Compensation or any other employee benefit programs. The students shall not be entitled to any monetary remuneration for services performed by them in the course of their training.



University

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Transportation of Students

Neither the University nor the District will provide transportation for candidates between the University and District school. Candidates will be responsible for their own transportation.

Insurance

The parties agree to insure their activities in connection to this Agreement and keep in force and maintain the following policies of insurance:

- a) General Liability Insurance with limits of no less than \$1,000,000 per occurrence / \$2,000,000 aggregate to cover the negligent acts or omissions of each respective party, or that of their respective boards, officers, employees, agents and volunteers. Such coverage shall not exclude coverage for liability resultant from abuse and molestation.
- b) Workers compensation coverage to statutory limits, and Employer's Liability coverage with limits of no less than \$1,000,000 per accident for bodily injury or disease to cover each party's obligation for employment injuries as required under California Labor Code.

University shall arrange for Students to be covered by the Student Professional Liability Insurance Program (SPLIP) as a "claims made" policy with coverage in the amount of two million dollars (\$2,000,000) each loss, and four million dollars (\$4,000,000) aggregate. The SPLIP policy shall include coverage for sexual abuse and molestation claims. Coverage is provided for claims which are both: (1) first made against the Insured during the policy period, and (2) reported to the Carrier as soon as practical, but not later than three (3) years after the policy period. School will be considered an additional insured on the student's general liability policy.

University shall, during the term of each student's field experience, ensure that each student maintains comprehensive general and, as applicable for field experience related to psychological, health or clinical practicum, professional liability insurance to protect the District and University against liability arising from any and all negligent acts caused by the student. University may be required to provide proof of such insurance.

University shall require that student procures and maintains in force health insurance coverage throughout the term of the student's term at the District.

It is further agreed by the parties that the insurance carried by each party shall be primary and non-contributory to any insurance carried by the other as it relates to liability, claims, losses, damages or expenses attributed to the negligent acts or omissions of each party.

Nature of Relationship

Both parties acknowledge the University is an independent contractor, 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. Neither party shall have the right to obligate or bind the other party in any manner whatsoever, and nothing contained in this Agreement shall give or is intended to give any right of any kind to third persons.

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Waiver

No claim or right arising out of a breach of this Agreement can be discharged in whole or in part by a waiver or renunciation of the claim or right unless such waiver is in writing.

Notices

Any notice of instrument required to be given or delivered by this Agreement may be given or delivered by depositing the same in a United States Post Office, certified mail, return receipt requested, postage prepaid, addressed to:

Las Virgenes Unified School District
Attn: Personnel Dept.
4111 Las Virgenes Road
Calabasas, CA 91302

California State University, Long Beach
Attn: Procurement & Contractual Services
1250 Bellflower Blvd., BH-346
Long Beach, CA 90840-0123

Nature of Agreement

This Agreement constitutes a binding expression of the understanding of the parties with respect to the services to be provided hereunder and is the sole contract between the parties with respect to the subject matter thereof. There are no collateral understandings or representations or agreements other than those contained herein.

Alternative Dispute Resolution

Any dispute arising under the terms of this Agreement which is not resolved within a reasonable period of time by authorized representatives of the District and University shall be brought to the attention of the Assistant Superintendent, Business Services (or designated representative) of the District and the Chief Business Officer (or designee) of The CSU for joint resolution. At the request of either party, The CSU shall provide a forum for discussion of the disputed item(s), at which time the Vice Chancellor, Business and Finance (or designated representative) of The CSU shall be available to assist in the resolution by providing advice to both parties regarding The CSU contracting policies and procedures. If the parties are unable to resolve the dispute through the informal means described above, the parties shall attempt to resolve the dispute through mediation or other non-binding alternative dispute resolution. If resolution of the dispute through the above means is pursued without success, either party may seek resolution employing whatever remedies exist in law or equity beyond this Agreement.

In Witness whereof, the parties have executed this Agreement as of the date below:

By:

District

Signature

Name

Steve Scifres

Title

Assistant Superintendent, HR

Date

1/27/2021

University

University

Signature

Timothy A. Vink

Digitally signed by Timothy A. Vink
DN: cn=Timothy A. Vink, o=California State University
Long Beach, ou=Contractual Services - Financial
Management, email=vink@CSULB.edu, c=US
Date: 2021.01.21 21:30:19 -0800

Name

Timothy A. Vink

Title

Contracts Manager

Date

January 21, 2021

District

EXHIBIT A SCOPE OF WORK

Exhibit A is attached to and made a part of the Agreement by and between Las Virgenes Unified School District (District) and California State University, Long Beach (University). In the event of a conflict between the terms and conditions of the agreement and Exhibit "A", the terms and conditions of the Agreement shall prevail. The responsibilities related to the student teaching assignment, internship, psychological or clinical practicum shall be described in Exhibit A.

EARLY FIELDWORK and PRE-STUDENT TEACHING

District agrees to provide Early Fieldwork and Pre-Student Teaching experiences for students enrolled in University programs to prepare education professionals.

"Early Fieldwork" as used in this Exhibit means participation in one or more of a variety of professional preparation activities, consisting mainly of student observation, typically as a course requirement, under the direct supervision of employees of District holding valid life diplomas or credentials issued by the State Board of Education, other than emergency or provisional or intern credentials, authorizing them to serve as classroom teachers or other educational professionals in the schools, classes and/or virtual learning, in which the fieldwork experience is provided.

"Pre-Student Teaching" as used in this Exhibit means participation in one or more of a variety of professional preparation activities, consisting of student observation, small group teaching and one-on-one teaching, under the direct supervision of employees of District holding valid life diplomas or credentials issued by the State Board of Education, other than emergency or provisional or intern credentials, authorizing them to serve as classroom teachers or other educational professionals in the schools, classes and/or virtual learning, in which the fieldwork experience is provided. Typically, pre-student teaching activities are a methods/pedagogy course requirement.

1. **Scope of fieldwork training:** District shall provide to University students educational experiences through Early Fieldwork and Pre-Student Teaching placements in schools and classes of District. Such professional experiences shall be provided in such schools or classes and/or virtual learning under the direct supervision and instruction of District employees.
2. **Compensation:** There is no compensation by University for the services for District professionals overseeing Early Fieldwork or Pre-Student Teaching assignments.
3. **Assignment:** The assignment of a University student for Early Fieldwork and Pre-Student Teaching placements in schools or classes and/or virtual learning at District shall be at the discretion of University, with the Agreement of the supervising classroom teacher, educational professional, and/or site principal. Length and specific activities of assignments will vary depending on the requirements of University's class.

BASIC CREDENTIAL PROGRAMS: STUDENT TEACHING

District agrees to provide single subject, multiple subject, and education specialist student teaching experience through practice teaching to students enrolled in teacher training curricula of University.

Any honorarium or payment provided herein is intended to be transmitted promptly by District to its "Master Teacher" as compensation for and recognition of services performed for the student teacher in the supervisory teacher's charge;

1. **Scope of Services:** District shall provide to University students teaching experience through practice teaching in schools and classes of District not to exceed the units of practice teaching set forth in these Special Provisions. Such practice teaching shall be provided in such schools or classes and/or virtual learning at District and under the direct supervision and instruction District employees.

"Practice Teaching" as used herein and elsewhere in this agreement means active participation in the duties and functions of classroom teaching under the direct supervision and instruction of employees of District holding valid life diplomas or credentials issued by the State Board of Education, other than emergency or provisional or intern credentials, authorizing them to serve as classroom teachers in the schools, classes and/or virtual learning in which the practice teaching is provided.

2. **Rates:** Contingent upon the availability of funds each semester, University may pay District for the performance by District Master Teacher for all services required to be performed under this Exhibit at the rates set forth below for each semester unit of Practice Teaching. District shall be notified not less than 60-days prior to the semester if a change in the compensation rate is to be made due to the availability of funds.

If payment is made by University, the RATE AND AMOUNT will be \$20.00 per semester unit the student is enrolled in for the Practice Teaching experience.

3. **Assignment:** An assignment of a University student to Practice Teaching in schools, classes and/or virtual learning at District shall be at the discretion of University. An assignment is typically for approximately fifteen (15) to twenty (20) weeks, but the length of an assignment can vary depending on the program and student.

The assignment of a University student to Practice Teaching at District shall be deemed to be effective for purposes of this agreement as of the date the student presents to the proper authorities of District the assignment card or other document given the student by University effecting such assignment, but not earlier than the date of such assignment as shown on such card or other document.

In the event the assignment of a University student to Practice Teaching is terminated by University for any reason, District shall receive payment on account of such student except that if such assignment is terminated before the end of the eighth week of the term of the assignment, District shall receive payment for an assignment for eight (8) weeks only. If a University student is assigned to another teacher of District after an assignment has become effective, this shall be considered for payment purposes as an entirely new and separate assignment.

Absences of a student from assigned Practice Teaching shall not be counted as absences in computing the semester units of practice teaching provided the student by District.

Videoining in Classrooms- As part of the California Teaching Performance Assessment (CalTPA) required by the California Commission on Teacher Credentialing (CTC), student teacher candidates

are required to video-record instructional activities in the classroom demonstrating skills in the instructional practice of planning, teaching and assessing. Student Teaching Candidates will have the opportunity to complete this assignment at the fieldwork placement site. Student teachers who will record examples of their teaching for CalTPA are approved to use an external camera to capture their instruction. Student teachers may not record via the online platforms. District will allow students to appear in the recording and such students shall be identified by first name only. Student teachers must secure written parental permission prior to recording.

4. **Payment:** Contingent upon funds being available to University, and written notification of availability of funds to District, District, within 45 days following the close of each semester or quarter of University, shall submit an invoice and stipend report to University for payment at the rate provided herein for all units of practice teaching provided by District under and in accordance with this agreement during said semester or quarter. A Master Teacher Stipend Report shall be executed by a duly authorized representative of District certifying that District expended or became obligated to expend in providing such Practice Teaching an amount not less than the amount of the invoice. University can provide a sample stipend report upon request.

University will pay the amount of such invoice from monies made available for such purpose by or pursuant to the laws of the State. Notwithstanding any other provisions of this agreement, University shall not be obligated by this agreement to pay District any amount in excess of the total sum set forth in this Exhibit.

HONORARIUM BILLING PROCEDURES

1. University should be billed after the completion of each semester. The invoice must show actual number of semester units billed, and the number of student teacher semester (students per semester). **Direct invoices to the Office of Clinical Practice. It is imperative that the "Office of Clinical Practice" be included on the mailing address to avoid any delays in invoice processing.**

California State University Long Beach
College of Education
ATTN: Office of Clinical Practice
1250 Bellflower Blvd.
Long Beach, CA 90840-2201

2. The required Master Teacher Stipend Report approved by an authorized official is to be sent with the invoice to University Accounts Payable.
3. There is no direct transaction between University and District's Master Teachers. The contractual arrangement is between University and District.