

STUDENT TEACHING AGREEMENT

THIS AGREEMENT is entered into by and between the State of California through the Trustees of the California State University on behalf of California State University, Los Angeles, 5151 State University Drive, Los Angeles, CA 90032, noted below, all of which are hereinafter called Cal State LA, State or State University, and **Azusa Unified School District**, **546 South Citrus Avenue**, **Azusa**, **CA 91702** noted below, hereinafter called the District:

WITNESSETH

WHEREAS, the District is authorized to enter into agreements with California State University, Los Angeles to provide teaching experience through practice teaching to students enrolled in teacher training curricula of the State University, and **Azusa Unified School District**, noted below, hereinafter called the District:

WHEREAS, any such agreement may provide for the payment for the services rendered by the District of an amount not to exceed the actual cost to the District of the services; and

WHEREAS, it has been determined between the parties hereto that the payments to be made to the District under this agreement do not exceed the actual cost to the services rendered by the District; and

WHEREAS, the honorarium of payment provided herein is intended to be transmitted promptly by the District to the supervising teacher as compensation for and recognition of services performed for the student teacher in the supervisory teacher's charge;

NOW, THEREFORE, it is mutually agreed between the California State University, Los Angeles and *Azusa Unified School District* as follows:

SPECIAL PROVISIONS

The State University and District are as follows:

STATE UNIVERSITY

California State University, Los Angeles, 5151 State University Drive, Los Angeles, CA 90032

DISTRICT

Azusa Unified School District, 546 South Citrus Avenue, Azusa, CA 91702 of Los Angeles County

The Term of the Agreement is from July 1, 2023 to June 30, 2026.

The SERVICES to be provided by District to State shall not exceed 200 quarter unit (s) per fiscal year.

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The STATE shall pay District for such services in the AMOUNT of \$22.17 per quarter unit, Not to exceed a total payment to District of \$4434.00 per fiscal year.

GENERAL TERMS

1. The District shall provide to State University students, teaching experience through practice teaching in schools and classes of the District not to exceed the units of practice set forth in the Special Provisions. Such practice teaching shall be provided in such schools or classes of the District, and under the direct supervision and instruction of certified Teachers of the District, as the District and State, through their duly authorized representatives may agree upon.

The District may, at its sole discretion, refuse to accept for practice teaching any student of the State University assigned to practice teaching in the District. Upon request of the District, at its sole discretion, the State University shall terminate the assignment of any student of the State University to practice in the District.

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

- 2. District is aware of and informed about the hazards currently known to be associated with the novel coronavirus referred to as "COVID-19". District 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. District, 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, District will take steps to comply with the modified, changed or updated guidelines or directives. If at any time District becomes aware that it is not in compliance with CDC guidelines or an applicable governmental directive, it will notify University of that fact.
- 3. For remote activities, District shall inform State University and student of any information and technology requirements necessary for student to participate in this activity, including but not limited to data security and privacy requirements.
- 4. The State will pay the District for the performance by the District of all services required to be performed under this agreement at the rates set forth in the Special Provisions for each semester or quarter unit of practice teaching.
 - A semester unit of practice teaching for elementary and secondary schools is approximately twenty (20) minutes of practice teaching daily for five (5) days a week for eighteen (18) weeks. A quarter unit of practice teaching is two-thirds (2/3) of a semester unit. For community colleges and/or adult schools, a semester unit is approximately twenty (20) minutes of practice teaching daily three (3) days per week for eighteen (18) weeks during regular session.
- 5. An assignment of a student of the State University to practice teaching in schools or classes of the Districts shall be at the discretion of the State, for approximately ten (10) weeks, but a student may

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be given more than one (1) assignment by the State University to practice teaching in such schools or classes.

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

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

- 6. Within a reasonable time following the close of each semester or quarter of the State University, the District shall submit an invoice, in triplicate, to the State University for payment, at the rate provided herein, for all units of practice teaching provided by the District under and in accordance with this agreement during said semester or quarter. The District shall attach to the invoice a certificate, in triplicate, executed by a duly authorized representative of the District certifying that the District expended or became obligated to expend in providing such practice teaching an amount not less than the amount of the invoice. The State will pay the amount of such invoice from monies made available for such purpose by or pursuant to the laws of the State.
- 7. Notwithstanding any other provisions of this agreement, the State shall not be obligated by this agreement to pay the District any amount in excess of the total sum set forth in the Special Provisions.
- 8. The District shall provide State University with evidence of insurance coverage for the following exposures and limits: General Liability Insurance with \$1,000,000 per occurrence and \$1,000,000 general aggregate. For the General Liability insurance the District shall name the State of California, Trustees of California State University, Cal State LA and the officers, employees, volunteers and agents of each of them as additional insured's. The policies shall provide for advance written notice to the State University of cancellation of any of the insurance coverage. and provide for acceptability of insurers rating with AM Best of A:VII or equivalent unless otherwise agreed to by the State University.

As an alternative to providing the general liability insurance required by this subsection #6, the Contractor may cause to be provided other kinds of insurance or methods or plans of protection such as, but not limited to, self insurance pools, primary or excess risk retention groups if and to the extent other kinds of insurance or methods or plans of protection shall afford reasonable protection to the Board of Trustees and their officers, agents and employees. OCDE does not need to provide AM Best rating.

- 9. University agrees that all students are not employees of the District or University and are not entitled to benefits of any kind or nature normally provided employees of the District or University and/or to which employees are normally entitled, including but not limited to, State Unemployment Compensation or Workers' Compensation.
- 10. University shall inform the students that they're responsible for completing and submitting to University (MANDATORY for on-site activities):
 - Covid-19 Release of Liability Assumption of Risk form
 - Covid-19 Acknowledgement form

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INDEMNIFICATION

Pursuant to the provisions of Section 895.4 of the California Government Code, each party agrees to indemnify and hold the other part harmless from all liability for damage to persons or property arising out of, or resulting from, negligent acts or omissions of the indemnifying party.

STATE OF CALIFORNIA Trustees of The California State University CALIFORNIA STATE UNIVERSITY, LOS ANGELES	SCHOOL DISTRICT Azusa Unified School District
Signature:	Signature:
Name: Barbara Lupesoliai	Name: <u>Jorge A. Ronquillo</u>
Title: Procurement & Contracts Director	Title: Assistant Superintendent, HR
Date:	Date: <u>October 11, 2023</u>

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CERTIFICATION

I, the duly appointed and acting Clerk or Secretary of the Governing Board of the School District listed below, do hereby certify that the following is a true and exact copy of a portion of the Minutes of the regular meeting of said Board held on October 10, 2023.

"It was moved, seconded, and carried that the attached contract with the Trustees of The California State University, whereby the University may assign students to the schools in the School District for practice teaching, be approved; and the Azusa Unified School District is hereby authorized to execute the same."

_	Azusa Unified School District
	(District)
_	Los Angeles
	(County)
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	rk, of the Governing Board of the Azusa Unified lool District

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