

CALIFORNIA STATE UNIVERSITY CHANNEL ISLANDS
Student Teaching Agreement-Early Childhood Studies

THIS AGREEMENT entered into between the Trustees of the California State University on behalf of California State University Channel Islands, hereafter referred to as "UNIVERSITY," and the University Preparation Charter School- El Jardin, hereinafter referred to as "AGENCY".

The Term of this Agreement is **July 1, 2022 through June 30, 2025**, with the option for either party to renew or terminate the Agreement by providing written notice to the other party before June 30 of each year.

WHEREAS, AGENCY and UNIVERSITY desire to enter into an agreement for AGENCY to provide teaching experience through practice teaching to students enrolled in teacher training curricula of the UNIVERSITY; and

NOW, THEREFORE, it is mutually agreed between the UNIVERSITY and AGENCY as follows:

AGENCY RESPONSIBILITIES

- 1) AGENCY shall provide to the UNIVERSITY students teaching experience through practice teaching in schools and classes of AGENCY. Such practice teaching shall be provided in such schools or classes of AGENCY and under the direct supervision and instruction of such employees of AGENCY, as AGENCY and the UNIVERSITY, through their duly authorized representative, may agree upon.
- 2) AGENCY may refuse to accept for practice teaching any student of the UNIVERSITY assigned to practice teaching in AGENCY, and upon request of AGENCY, the UNIVERSITY shall terminate the assignment of any student of the UNIVERSITY to practice teaching in the AGENCY.

"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 AGENCY, in the schools or classrooms in which the practice teaching is provided.

UNIVERSITY RESPONSIBILITIES

- 3) The UNIVERSITY School of Education will work with AGENCY to ensure the student follows and completes the California state's requirement for

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fingerprinting/background checks prior to student teaching. The UNIVERSITY will also obtain from student and keep on file a clear tuberculosis (TB) test for each semester.

5) An assignment of a student of the UNIVERSITY to practice teaching in classes of AGENCY shall be, at the discretion of the UNIVERSITY for approximately 16 weeks of student teaching or for approximately 28 days for full time student teaching courses (ECS 461 & ECS 471). Students enrolled in other ECS Student Observing classes, not considered full time student teaching, will have varying time assignments. A student may be given more than one assignment by the UNIVERSITY to practice teaching in schools or classes.

5.1 Absences of a student from assigned practice teaching shall not be counted as absences in computing the semester units of practice teaching provided to the student by AGENCY.

6) At no time shall a student teacher be considered or become an employee of AGENCY. The practice teaching is for the benefit of the student, and students do not displace regular employees. The UNIVERSITY shall inform the students that they are not entitled to wages or employee benefits for the time spent at AGENCY in practice teaching. Further, Students are not employees of the UNIVERSITY.

UNIVERSITY AND AGENCY RESPONSIBILITIES

7) Indemnification

The parties hereto shall indemnify and hold each other harmless from any and all claims, losses, damages or injuries to person or property, and all costs, expenses and attorney's fees incurred in connection therewith, caused by the negligence or intentional acts of the indemnifying party, its agents or employees, arising out of performance of this Agreement.

8) Insurance

It is understood and agreed that the UNIVERSITY and AGENCY will maintain insurance (self-group) programs to fund its liabilities under or arising from the Agreement.

The UNIVERSITY agrees to procure and provide the SPLIP (Student Professional Liability Insurance Program) as a "claims made" policy with at least One Million Dollars (\$1,000,000) minimum limit for each occurrence and at least Three Million Dollars (\$3,000,000) aggregate for all covered parties, and not per student. Coverage is provided for claims which are both: (1) first made against the Insured during the policy period: and

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(2) reported to the Carrier as soon as practical, but not later than three (3) years after the policy period. AGENCY will be considered an additional insured on the student's general liability policy. The UNIVERSITY agrees that AGENCY shall be an additional named insured under the SPLIP.

The AGENCY shall procure and maintain General Liability Insurance, comprehensive or commercial form, with \$1,000,000 minimum limit for each occurrence and a minimum limit of \$2,000,000 General Aggregate. Workers' Compensation limits as required by law with Employers Liability limits of \$1,000,000.

9) Covid-19

AGENCY is aware of and informed about the hazards currently known to be associated with the novel coronavirus referred to as "COVID-19." AGENCY 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. AGENCY, 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, AGENCY will take steps to comply with the modified, changed or updated guidelines or directives. If at any time AGENCY becomes aware that it is not in compliance with CDC guidelines or an applicable governmental directive, it will notify UNIVERSITY of that fact.

10) Compliance with Laws: Harassment Policy

The UNIVERSITY acknowledge and agree that student will comply with all applicable laws and regulations. The UNIVERSITY acknowledges receipt of AGENCY's policy against harassment, including but not limited to sexual harassment, and agrees that student and UNIVERSITY will abide by said policy at all times.

10.1 Before assigning student to AGENCY, the UNIVERSITY will instruct such student on applicable UNIVERSITY and federal laws relating to unlawful discrimination (including harassment).

10.2 The UNIVERSITY will also instruct student on state and federal laws related to the Family Educational Rights and Privacy Act (FERPA).

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11) CSU POLICIES, RULES AND REGULATIONS-DISCRIMINATION AND HARRASMENT

As established under California State UNIVERSITY Executive Orders 1096 and 1097, it is CSU policy to provide equal opportunity for all persons regardless of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, and military and veteran status in its programs and activities. UNIVERSITY provides equal accommodations, advantages, facilities, privileges and services for all members of the campus community, as well as third parties, in its programs and activities.

AGENCY agrees to abide by all CSU policies to the extent such policies apply to UNIVERSITY students, staff, faculty and guests, including CSU policies prohibiting discrimination, harassment, and retaliation of all students, employees and third parties in CSU educational programs and activities. CSU Executive Orders 1096 and 1097 are accessible here:

CSU Executive Order 1096 “Systemwide *Policy* Prohibiting Discrimination, Harassment, Retaliation, Sexual Misconduct, Dating and Domestic Violence, and Stalking against Employees and Third Parties and Systemwide *Procedure* for Addressing Such Complaints by Employees and Third Parties”

<http://www.calstate.edu/eo/EO-1096-rev-6-23-15.html>

CSU Executive Order 1097 “Systemwide *Policy* Prohibiting Discrimination, Harassment and Retaliation, Sexual Misconduct, Dating and Domestic Violence, and Stalking against Students and Systemwide *Procedure* for Addressing Such Complaints by Students”

<http://www.calstate.edu/eo/EO-1097-rev-6-23-15.html>

UNIVERSITY shall respond promptly and effectively to all reports of discrimination, harassment, and retaliation, and will take appropriate action to prevent, correct, cease, and when necessary, discipline behavior that violates this policy. Reports of possible discrimination, harassment or retaliation by AGENCY will result in the immediate termination of this agreement and immediate departure of the STUDENT from the AGENCY premises, regardless of the status of the UNIVERSITY’s investigation.

12) This Agreement may not be modified unless UNIVERSITY AND AGENCY agree in writing.

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13) UNIVERSITY AND AGENCY agree to the extent not inconsistent with applicable federal law, this agreement shall be construed in accordance with and governed by the laws of the State of California.

14) Any Notices required by this Agreement will be deemed to have been duly given if communicated to the following individuals:

UNIVERSITY:	AGENCY:
Dr. Charles Weis	
Interim Dean, School of Education	
(805)437.2060	
charles.weis@csuci.edu	

IN WITNESS WHEREOF, this Agreement has been fully executed by the UNIVERSITY and AGENCY as of the date provided above.

For Trustees of California State University at Channel Islands
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Signature and Date
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Name
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Title
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For Agency
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Signature and Date
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Name
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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

Date

"It was moved, seconded, and carried that the attached agreement with the Trustees of The California State University, whereby the University may assign students to AGENCY for practice teaching, be approved; and the

_____ is hereby authorized to execute the same.

By: _____
Clerk, Secretary of the Governing Board
Of The School District