LETTER OF PARTNERSHIP AGREEMENT

between

Mount Diablo Unified School District

and

California State University, East Bay Hands-On Science Teaching (HOST) Labs Program

from

August 19, 2024 to May 17, 2025

I. Introduction

This project aims to increase opportunities for Cal State East Bay undergraduate teachers-in-training to improve their understanding of and develop the ability to create new student-centered science learning activities aligned to Next Generation Science Standards. This agreement will only apply to services provided at CSUEB during the 2024-2025 academic year.

The Hands-On Science Teaching Labs are designed to give undergraduate students direct experience teaching science by acting as "Science Guides" to visiting elementary and middle school students. Structured as a 1-unit course, Cal State East Bay students are given the opportunity to relearn fundamental science concepts in a lecture setting, followed by facilitation of hands-on demonstrations with school-age students from around the Bay Area in a full lab setting. Foundational science concepts are demonstrated in fun, engaging activities that promote students' scientific thinking around inquiry-based lesson plans. HOST labs supplies local elementary and middle school students with supplementary science education while also providing Cal State East Bay Science Guides the opportunity to explore teaching as a possible career path.

II. What do Science Guides do?

The role of CSUEB students is that of a "science guide." Science guides are responsible for becoming an expert in a specific concept and facilitating one of several science stations. As visiting students rotate through stations, Guides encourage all of the students at the station to engage in the activity, make predictions, and test their ideas using the materials provided. Through this process, Guides gain valuable experience working directly with students in grades 4 through 8 and learning effective science teaching practices.

Terms of Partnership Agreement

III. Parties to Agreement

The CSUEB HOST Labs Program and Mount Diablo Unified School District (**DISTRICT**) have created this partnership to provide a positive early field experience for these Science Guides and for local K12 schools. This Agreement sets forth the conditions of the Partnership, including the responsibilities for CSUEB and District.

IV. Term of the Agreement

This Agreement between CSUEB and **DISTRICT** establishes a HOST Labs Program at the CSUEB campus during the 2024-2025 academic year and will apply to all HOST Labs sessions, Science Guides, and visiting schools during this time.

This Agreement may be extended and/or modified by mutual consent by executing a new Letter of Partnership Agreement. This Agreement may be terminated by either of the partners upon a written notice received 30 days prior to the effective termination date.

An email to Dr. Danika LeDuc at <u>Danika.leduc@csueastbay.edu</u> or to the District's authorized signatory, as set forth on the signature page below, will suffice as written notice.

V. CSU East Bay commits to:

- 1. Providing a 1-unit HOST Labs course at a CSUEB campus for the duration of the 2024-2025 academic year and facilitating all relevant academic obligations;
- Providing a liaison between **DISTRICT** and CSUEB to assist in the scheduling of visiting schools, ensuring they are appropriately supervised, providing the appropriate documentation to ensure a risk-management-compliant field trip, and addressing questions and concerns that may arise before, during, or after the scheduling;
- 3. Following all relevant COVID safety protocols as set out by CSUEB, District, county, state, and federal guidelines.

VI. District commits to:

- 1. Providing a liaison to assist in facilitating the visit.
- 2. Collecting all required documentation needed for CSUEB.
- 3. Following all relevant COVID safety protocols as set out by CSUEB, District, county, state, and federal guidelines.

VII. Affirmative Action and Non-Discrimination

The parties agree that all students receiving field experience pursuant to this Agreement shall be selected without discrimination on account of race, color religion, national origin, ancestry, disability, marital status, gender identity, sexual orientation, age or veteran status.

Additionally, it is agreed that if a student with an approved disability accommodation is present both CSUEB and the **DISTRICT** share the responsibility to meet the legal requirement to provide reasonable accommodations at the workplace under the Americans with Disabilities Act of 1990.

VIII. Status of CSUEB and District

The parties expressly understand and agree that the students enrolled in the HOST Las Program are participating for educational purposes and are not considered employees of CSUEB or **DISTRICT** for any purpose, include, but not limited to, compensation for services, welfare and pension benefits, or workers' compensation insurance.

IX. Indemnification

Each entity agrees to indemnify, defend and save harmless the other, its officers, agents and employees from any and all claims and losses accruing or resulting to any other person, firm or corporation furnishing or supplying work, service, materials or supplies in connection with the performance of this Partnership, and from any and all claims and losses accruing or resulting to any person, firm or corporation which may be injured or damaged in the performance of this Partnership.

X. COVID-19

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) 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 DISTRICT of that fact.

XI. INSURANCE

UNIVERSITY shall require that students and instructors provide and maintain professional liability coverage in the amount of \$1,000,000 per claim with a total of \$2,000,000 in aggregate, with insurance carriers approved by **DISTRICT** in accordance with **DISTRICT**'s bylaws, rules, and regulations.

DISTRICT shall require that instructors provide and maintain professional liability coverage in the amount of \$1,000,000 per claim with a total of \$2,000,000 in aggregate, with insurance carriers approved by **UNIVERSITY**, in accordance with **UNIVERSITY's** bylaws, rules, and regulations.

The **State of California** has elected to be self-insured for its general liability, vehicle liability, worker's compensation and property exposures through an annual appropriation from the General Fund. As a STATE agency, the California State **UNIVERSITY**, Office of the Chancellor, the TRUSTEES, and its system of campuses are included in this self-insured program. Under this form of insurance, the STATE and its employees are insured for any tort liability that may develop through carrying out office activities, including STATE office operation on non-state-owned property in an amount no less than \$1,000,000 per person, and no less than \$2,000,000 aggregate per occurrence, and that vehicle insurance (where applicable) is in effect with a minimum coverage of \$1,000,000 per occurrence.

The **FACILITY** shall procure and maintain General Liability Insurance, comprehensive or commercial form with a \$ 1,000,000 minimum limit for each Occurrence and a minimum limit of \$2,000,000 General Aggregate, as mutually agreed upon for this placement.

The **STATE of CALIFORNIA** has entered into a Master Agreement with the State Compensation Insurance Fund to administer Workers' Compensation Benefits for all State employees, as required by the Labor Code.

The **STATE OF CALIFORNIA** shall provide notice to students that neither **STATE** nor **FACILITY** will provide Worker's Compensation coverage in the event of injury or condition sustained in relationship to activities contemplated by this agreement.

IN WITNESS WHEREOF, this Agreement has been executed by and on behalf of the parties hereto.

DISTRICT NAME: Mount Diablo Unified School District

CILIDO	10.18.74		
Signature of Authorized Distric	ct Representative Date Erin DeMartini		
Directo	r of Elementary Support		
Print Name and Title	i or Browness y	***************************************	
Street Address	City	ZIP	
Telephone	Email		
CSU EAST BAY			
Dr. Danika LeDuc, Director, HO	OST Labs Program Date		
(510) 885-7644	danika.leduc@cs	danika.leduc@csueastbay.edu	
Telephone	Email		
Chris Lam-Vasquez, Director of	F Procurement Services D	ate	
(510) 995-7606	chris.lam-vazque	chris.lam-vazquez@csueastbay.edu	
Telephone	Email		