



Graduate School of Education – School Psychology Program, Student Training Agreement

THIS AGREEMENT is made and entered into on July 1, 2015 between The Regents of the University of California on behalf of its:

Graduate School of Education
University of California, Berkeley
1501 Tolman Hall
Berkeley, CA 94720-1670
Attention: Paul Cunningham (paulc@berkeley.edu)

hereinafter referred to as the "University," and

Mt. Diablo Unified School District
1936 Carlotta Drive
Concord, CA 94519
Attention: Leyla Benson, Director of Personnel (bensonl@mdusd.org)

hereinafter referred to as the "Organization."

1. The term of this Agreement shall be from July 1, 2015 through June 30, 2016 and thereafter shall be automatically extended for a period of one year not to exceed a total of five (5) years, unless terminated by either party upon a minimum 60-day advance written notice to the other party.
2. The student assignment shall be in the form of a letter provided by the University, which will include the student's name and a statement of work, which will incorporate by reference, the terms of this agreement. The Organization shall provide training experience to the University's student as outlined in the statement of work.
3. Such training shall be provided in such schools, classes of the Organization, and under the supervision and instruction of such employees of the Organization, or as the Organization and University through their representatives, may agree upon.
4. The Organization may, for good cause, refuse to accept any student of the University assigned to train in the Organization, and upon request of the Organization, made for reasonable cause, University shall terminate the assignment of its student to train in the Organization.
5. Training in Organization settings as used herein and elsewhere in this Agreement means active participation in the duties and functions of the school and district classrooms under the direct supervision and instruction of permanent or probationary employees of the Organization holding valid credentials issued by the State Board of Education of California or the California Commission on Teacher Credentialing, other than emergency permits or provisional credentials, authorizing them to serve as classroom teachers or pupil personnel service workers in the schools or classes in which the training is provided.
6. Training in Organization settings as used herein and elsewhere in this Agreement means active participation in the duties and functions of the Organization under the supervision and instruction of permanent employees of the Organization holding valid licenses issued by the appropriate State licensing bodies, authorizing them to serve as training supervisors in all settings in which the training is provided.
7. An assignment of a student of University to train in schools, or classes of the Organization shall be at the discretion of University, but a student may be given more than one assignment by University to train in such agencies, schools or classes.

8. The assignment of a student of University to train in the Organization shall be deemed to be effective for the purpose of this Agreement as of the date the student presents to the proper authorities of the Organization a current University document given him or her by University effecting such assignment, but not earlier than the date of such assignment.
9. The Organization shall defend, indemnify, and hold harmless University, its officers, employees, and agents, from and against all losses, expenses (including attorneys' fees), damages, and liabilities of any kind resulting from or arising out of this Agreement and/or Organization's performance hereunder, provided such losses, expenses, damages and liabilities are due or claimed to be due to the negligent or willful acts or omissions of Organization, its officers, employees, agents, subcontractors, or anyone directly or indirectly employed by them, or any person or persons under Organization's direction and control.
10. University students participating in training in accordance with this Agreement shall carry medical insurance, but are not covered by University's general liability insurance and are not considered employees of the University for the purpose of University's Workers Compensation insurance coverage. University's student shall be responsible for providing \$1,000,000 in general liability insurance, to be in effect when the student is participating in training in accordance with this Agreement. It shall be the Organization's responsibility to ensure compliance with the insurance provisions of this Paragraph 10.
11. The Organization shall not use the name of the "University of California," or any abbreviation thereof, or any name of which "University of California" is a part, or any trademarks or logos of the University, in any commercial context, including, without limitation, on products, in media (including websites), and in advertisements, in cases when such use may imply an endorsement or sponsorship of the Organization, its products or services. All uses of the University's name and trademarks must receive prior written consent from The Regents of the University of California through the Office of Business Contracts and Brand Protection. This policy complies with California Education Code Section 92000.
12. The Organization shall comply with all applicable federal, state, and local laws, including, without limitation, any laws and prohibitions regarding protection of personal and confidential information, safety, discrimination, and sexual harassment.
13. The Graduate School of Education ("GSE") will create and provide an annual report for Organization that focuses on describing GSE's local impact. To support GSE's reporting, Organization will provide a list of its current certificated administrators including their names, positions, and site locations. The list will be provided once per year when requested by GSE staff. In addition, Organization consents to being named as a partner district in all GSE informational documents and reports.

ORGANIZATION

Mt. Diablo Unified School District

UNIVERSITY

The Regents of the University of California

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

UNIVERSITY OF CALIFORNIA, BERKELEY

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SANTA BARBARA • SANTA CRUZ

OFFICE OF RISK SERVICES

2130 CENTER STREET SUITE 200
BERKELEY, CALIFORNIA 94720-4208

December 8, 2015

Mt. Diablo Unified School District
Attn: Denise Larkins
1936 Carlotta Drive
Concord, CA 94519

RE: Evidence of Self-Insurance

Dear Ms. Larkins:

This is to confirm that The Regents of the University of California maintains a program of self-insurance for general liability including bodily injury, property damage, and personal injury for at least \$1,000,000 per occurrence and \$1,000,000 aggregate. The Regents of the University of California also maintains a program of self-insurance for automobile liability for at least \$1,000,000 per occurrence and workers' compensation. This coverage applies to claims, costs, injuries, or damages, but only in proportion to and to the extent such claims, costs, injuries or damages are caused by negligent acts or omissions of The Regents of the University of California, its officers, agents, or employees.

This evidence of self-insurance is issued in connection with the Student Teaching Agreement for the University of California, Berkeley's Graduate School of Education students to participate in student teaching from December 1, 2015 through June 30, 2016.

Sincerely,

A handwritten signature in black ink, appearing to read "Andy Goldblatt".

Andy Goldblatt
Risk Manager