

STUDENT TEACHING/INTERNSHIP/PRACTICUM AGREEMENT
Between
MOUNT DIABLO UNIFIED SCHOOL DISTRICT
and
THE REGENTS OF THE UNIVERSITY OF CALIFORNIA

This Student Teaching/Internship/Practicum Agreement ("Agreement"), dated August 1, 2014 ("Effective Date"), is between MOUNT DIABLO UNIFIED SCHOOL DISTRICT, Contra Costa County, California ("District") and THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, on behalf of Cal Teach/Math for America Berkeley ("University").

Purpose of Agreement. The parties intend to provide selected students of University ("Students") the opportunity for hands-on teaching, learning, and practical classroom experience with a District teacher. The parties expect that Student's classroom experience will provide direct teaching and learning skills as well as in-class experience required for degree completion.

NOW, therefore, the parties agree as follows:

1. Names, Addresses and Contacts

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| a) | Full Name of University: | THE REGENTS OF THE UNIVERSITY OF CALIFORNIA |
| | Department: | College of Letters & Sciences |
| | Contact Name: | Ryan Shiba, BSMI Manager |
| | Address: | University of California Berkeley, 475 Evans Hall |
| | City, State, ZIP: | Berkeley, CA 94720-3860 |
| | Telephone: | 510.642.2041 |
| | Email: | ryan.shiba@berkeley.edu |
| | Federal Tax Identification Number ("TIN"): | 94-6002123 |
| | | |
| b) | Full Name of District: | MOUNT DIABLO UNIFIED SCHOOL DISTRICT |
| | Contact Name: | Denise Larkins, Employer/Employee Relations Specialist |
| | Address: | 1936 Carlotta Dr. |
| | City,State,ZIP: | Concord, CA 94519 |
| | Telephone: | (925) 682-8000 ext. 4136 |
| | Email: | larkinsd@mdusd.org |

2. Term and Termination. This Agreement becomes effective upon the Effective Date and supersedes any prior agreement. This Agreement will continue from year to year unless otherwise terminated by mutual consent of the parties at any time or by either party upon 30 days written notice. Such termination shall in no way affect the students assigned prior to termination. Students may be placed in District classrooms under this Agreement beginning on August 1, 2014.

3. Agreement Documents. This Agreement consists of this Agreement and the documents ("Exhibits") listed below. A conflict in these documents shall be resolved in the priority listed below with this Agreement taking precedence over all other documents. If applicable, the Exhibits to this Agreement include the following documents:

Exhibit A – (not applicable)

4. Payment. No payment is required under this Agreement. University may provide a stipend for the supervising District Teacher for each student placed. University will pay the stipend to the District, which shall pay the stipend to the District supervising teacher as part of that teacher's District compensation package. Stipends will be paid at a rate as set forth in Exhibit A. If the student leaves her/his assignment after she/he has been in the classroom, University will continue to pay the stipend to District for the full term of the student/teacher's assignment. University will provide District a spreadsheet on a monthly basis. The spreadsheet will include the following data fields: Student name, District school where student is placed, stipend amount to be paid to teacher.
5. Student Assignments.
 - a) The Student is neither a District nor a University employee under applicable law. District and University will be jointly responsible for assigning Students, selecting the supervising teachers, and planning the Student's field experience.
 - b) District's school administrator or designee shall determine the number of Students that District can accommodate. District may decline University's request for placement at its discretion.
 - c) District's school administrator or designee shall allocate all specific classroom assignment(s) in accordance with University guidelines for Student placement.
 - d) In assigning Students, the parties recognize that it may be desirable for Students to work with more than one Supervising Teacher. The school administrator or designee shall facilitate such arrangements to the extent possible.
 - e) The parties agree to adhere to District's school calendar and abide by District's policies, regulations, and procedures currently or hereafter adopted by the District.
 - f) Students shall not bring any materials into the classroom without the express approval of the Supervising Teacher.
 - g) The parties shall keep one another informed of changes in supervision, coordination, and/or expectations regarding the Student placement experience.
6. Coordination and Planning. Representatives of University and District shall meet as necessary to plan, evaluate, and modify the Student program.

7. Electronic Recording. District will permit videotaping or audio or image recording by Students for self-evaluation of teaching effectiveness and for instructional use by the parties. Appropriate releases must be obtained from the parents of participating District students before any videotaping or recording may begin.
8. Student Removal from the Classroom. If either party determines a particular Student assignment to be unsatisfactory, the parties shall cooperatively seek a solution. District reserves the right, however, to remove any Student for any reason deemed in the best interests of District's students and its educational mission.
9. University Duties. University shall:

- a) Adhere to District's school calendar and abide by District's policies, regulations, and procedures currently or hereafter adopted by the District.
- b) Provide to District's administrator pertinent personal and academic information for each Student, including affiliation dates, sufficient copies of field experience guidelines, University handbooks, and assessment forms for all supervising teachers.

10. District Duties. District shall:

- a) Provide a supervising teacher, support staff, and facilities for Student supervision.
- b) Reserve its right to interview and approve all Students proposed for assignment in a District classroom, so far as that interview and approval process is consistent with District's non-discrimination policy.
- c) Ensure that supervising teachers provide appropriate supervision to Students and treat Students as professionals who are expected to follow all District rules and regulations.
- d) Encourage Students to participate in the availability of in-service education programs.
- e) Remove a Student from the placement for violating District rules and regulations or for such actions the District views as detrimental to the students in the classroom or contrary to District's best interests. University personnel will be consulted before final action is taken. At District's request, University shall immediately remove any Student from all District properties in cases where the District determines, in its sole discretion that removal of that Student is in the District's best interests.

11. Early Termination. This Agreement may be terminated as follows unless otherwise specified herein:

- a) Mutual: District and University may terminate this Agreement at any time by written agreement.
- b) District's Sole Discretion: District in its sole discretion may terminate this Agreement for any reason on 30 days' written notice to University.
- c) Breach: Either party may terminate this Agreement in the event of a breach by the other party. To be effective, the party seeking termination must give to the other party written notice of the breach and its intent to terminate. If the breaching party does not entirely cure the breach within 15 days of the date of the notice, then the non-breaching party may terminate this Agreement at any time thereafter by giving a written notice of termination.
- d) University Licensing, etc.: Notwithstanding Section 11(c), District may terminate this Agreement immediately by written notice to University upon denial, suspension, revocation, or non-renewal of any license, permit, or certification that University must hold to provide services under this Agreement.

12. Work Performed on District Property.

- a) Identification: When on District property, all Students must carry photo identification and must present it to any District personnel upon request. If the Student cannot produce such

identification or if the identification is unacceptable to District, District may provide at its sole discretion, District-produced identification tags to Student, costs to be borne by University or Student.

- b) Sign-in Required: As required by schools and other District locations, each day a Student is present on District property, the Student must sign into the location's main office to receive an in-school identification/visitors tag. Students shall display this tag on their person at all times while on District property.
- c) No Smoking: Students are prohibited from using any tobacco product on District property.
- d) No Drugs: All District properties are drug-free zones as enforced by the Portland Police Bureau.
- e) No Weapons or Firearms: Except as provided by statute and District policy, all District properties are weapons- and firearms-free zones; Students are prohibited from possessing on their persons or in their vehicles any weapons or firearms while on District property.
- f.) Student Notice: University is responsible for informing its Students on these and all other conditions of this Agreement related to Student performance and conduct.

13. **Criminal Background Check.** Before their assignment begins at a District school or other site, all Students placed by University under this Agreement shall submit to and pass a criminal background check (including fingerprinting) as conducted and determined by District. University shall cause its Students to authorize District to conduct these background checks. University or Student shall pay all applicable fees for processing the background check.

14. **Notices.** All notices or demands of any kind required or desired to be given by District or University must be in writing and shall be deemed delivered upon depositing the notice or demand in the United States mail, certified or registered, postage prepaid, addressed to the respective party at the addresses in Section 1, above.

15. **Security.** Any disclosure or removal of any District matter or property by University or its Students shall be cause for immediate termination of this Agreement. University shall bear sole responsibility for any liability including, but not limited to attorneys' fees, resulting from any action or suit brought against District as a result of University's willful or negligent release of information, documents, or property contained in or on District property. District hereby deems all information, documents, and property contained in or on District property privileged and confidential.

16. **Confidentiality; FERPA Re-disclosure.** This provision is required by statute. As required by the 20 USC 1232(g) (Family Educational Rights and Privacy Act, "FERPA"), University and/or Student shall not disclose any information or records regarding District students or their families that University or Student may learn or obtain in the course and scope of their respective performances under this Agreement. The parties recognize that FERPA imposes strict penalties for improper disclosure or re-disclosure of confidential student information, including but not limited to denial of access to personally identifiable information ("PII") from education records for at least five years (34 CFR 99.33(e)). Therefore, consistent with FERPA's requirements, PII obtained by University or Student in the performance of this Agreement may not be re-disclosed to third parties without the written consent of the student's parent/guardian and must be used only for the purposes identified in this Agreement. University is responsible for ensuring Student compliance with this and all applicable laws.

17. Compliance with Applicable Law. University shall comply with all federal, state; and local laws applicable to public contracts, to the work done under this Agreement, and with all regulations and administrative rules established pursuant to those laws.
18. Non-discrimination Clause. Both parties agree that no person shall be subject to unlawful discrimination based on race; color; gender; age; religion; national origin; U.S. military veteran status; marital status; sexual orientation; disability; source of income; or political affiliation in programs, activities, services, benefits, or employment in connection with this Agreement. The parties further agree not to discriminate in their employment or personnel policies.
19. Mutual Indemnity.
- a) University shall defend, indemnify and hold District, 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 (collectively, "Claims") but only in proportion to and to the extent such Claims are caused by or result from the negligent or intentional acts or omissions, or violation of FERPA with respect to student records, by University, its officers, agents, or employees.
 - b) District shall defend, indemnify and hold University, its officers, employees and agents harmless from and against any and all Claims arising out of the performance of this Agreement but only in proportion to and to the extent such Claims are caused by or result from the negligent or intentional acts or omissions of District, its officers, agents, or employees.
20. Insurance. Without limiting the indemnification of either party to this Agreement, each party shall maintain or cause to be maintained the following insurance or self-insurance coverage:
- a) Liability Coverage:
 - (i) Business Automobile Liability: (MINIMUM LIMITS) for Owned, Scheduled, Non-Owned, or Hired Automobiles with a combined single limit of not less than \$1,000,000 per occurrence.
 - (ii) General Liability Insurance Commercial Form (MINIMUM LIMITS)
 - (1) Each Occurrence \$1,000,000
 - (2) Products/Completed Operations Aggregate \$1,000,000
 - (3) Personal and Advertising Injury \$1,000,000
 - (4) General Aggregate \$2,000,000
 - b) A policy of workers' compensation providing statutory coverage, provided however, University does not provide worker's compensation for its students, who are not employees of the University; and
 - c) Such other insurance or self-insurance as shall be necessary to insure it against any claim or claims for damages arising under the Agreement.

Insurance afforded by the commercial general liability policy shall be endorsed to provide coverage to the other party of the Agreement as an additional insured. Such a provision shall apply only in proportion to and to the extent of the negligent acts or omissions of such party, its officers, employees, and agents. Each party to this Agreement shall provide a Certificate of Insurance certifying that coverage as required herein has been obtained. The requirements of

this section may be satisfied by the provision of similar coverage through a self-insurance program. Thirty (30) days advance written notice shall be provided to the other party of any modification, change, or cancellation of any of the above insurance coverage.

- d) Student Health Insurance. During the term of this Agreement, University shall ensure that registered students have health insurance. As registered students, the University's students are covered by the University's Health Insurance Plan.
- e) Certificate(s) of Insurance Required. Upon District request, University shall furnish a current certificate(s) of insurance for any of the above coverages to District within 48 hours. The certificate(s) shall provide that there shall be no cancellation, termination, material change, or reduction of limits of the insurance coverage without 30 days' written notice from the University's insurer to the District. The certificate(s) shall also state the deductible or retention level. If requested, complete copies of insurance policies shall be provided to the District.

22. Controlling Law; Venue. Any dispute under this Agreement or related to this Agreement shall be governed by California law, and any litigation arising out of the Agreement shall be conducted in courts located in Alameda County, California.

23. Entire Agreement. When signed by both parties, this Agreement (and any attached exhibits) is their final and entire Agreement and supersedes all prior and contemporaneous oral or written communications between the parties. There are no representations, promises, terms, conditions, or obligations other than those contained herein. If any provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held invalid.

24. Amendments; Renewal. Any amendments, consents to or waivers of the terms of this Agreement shall be in writing and signed by both parties. The parties may renew this Agreement by their signed, written instrument.

25. Attorney Fees. If any suit or action at law, in equity, or through arbitration is filed to enforce any term of this Agreement, the prevailing party may recover from the other party its reasonable attorney fees, costs, and disbursements in addition to any other relief to which that party may be entitled. If the prevailing party is represented by "in-house" counsel, it shall nevertheless be entitled to recover reasonable attorney fees based upon the reasonable time, rates, and charges generally accepted in the Oakland, California, area for the type of legal services performed.

IN WITNESS WHEREOF, the parties have duly executed this Agreement, as of the Effective Date.

DISTRICT

UNIVERSITY

Mt. Diablo Unified School District

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA

By: _____

By: _____

Title: _____

Title: Business Contracts Specialist