INTERAGENCY AGREEMENT
FOR
PROVISION OF SERVICES

THIS AGREEMENT is entered into this **FIRST** day of **JULY** between the **SAN LEANDRO UNIFIED SCHOOL DISTRICT** (DISTRICT) and **SAN FRANCISCO STATE UNIVERSITY** (SFSU), a campus of the California State University, which is the State of California acting in a higher education capacity.

WHEREAS, DISTRICT desires to contract with SFSU to provide intern classes, supervision, and other services and benefits for Special Education intern teachers, and

WHEREAS, SFSU represents itself able and, for consideration, willing to perform the services as described herein.

NOW, THEREFORE, in consideration of the covenants and promises of the parties set forth in this Agreement, the parties hereto agree as follows:

1. Effective Date

   The effective date of this Agreement is JULY 1, 2013.

2. Services

   SFSU shall perform the services provided for in the attached *Appendix A, "Description of Services, "* and DISTRICT shall perform the services provided for in the attached *Appendix B, "Description of Services."*

3. Compensation

   A. *Fees.* DISTRICT shall pay SFSU the sum of ONE THOUSAND DOLLARS ($1,000.00) for each intern for the Services as stipulated in Appendix A.

   B. *Payment.* Payment shall be made by DISTRICT at the end of each academic year upon presentation of an invoice by SFSU in accordance with the provisions set forth in Appendices A and B.

4. Term

The Term of this Agreement, subject to cancellation as set forth in Section 6, shall be from the effective date through June 30, 2016.

5. Standard of Performance

SFSU warrants that the Services shall be performed as expeditiously as possible, with the degree of skill and care that is required by current, good, and sound professional procedures and practices.

6. Termination

DISTRICT may cancel this Agreement for any reason upon thirty (30) days written notice to SFSU. In the event of cancellation, DISTRICT will pay SFSU for the Services performed up to the effective date of cancellation. Any reports or other written or recorded data and other deliverables prepared for DISTRICT prior to the effective date of such cancellation shall be promptly delivered to DISTRICT by SFSU.

7. Governing Law

This agreement shall be governed by the laws of the State of California.

8. Indemnification and Insurance

A. SFSU shall indemnify, defend, and hold harmless the DISTRICT, its Directors, officers, employees, agents, volunteers, and authorized representatives from and against any and all liability, loss, damage, or claims for injury or damages arising out of SFSU's performance of this Agreement but only in proportion to and to the extent such liability, loss, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of SFSU, its officers, employees, agents, volunteers, or authorized representatives.

B. DISTRICT shall defend, indemnify and hold harmless the State of California, the trustees of the California State University, SFSU, their officers, employees, agents, volunteers and authorized representatives from and against any and all liability, loss, or claim for injury or damages arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, or claims for injury or damages are caused by or result from

the negligent or intentional acts or omissions of DISTRICT, its Directors, officers, employees, agents, volunteers, or authorized representatives.

C. The State of California has elected to be self-insured for its general liability, motor 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.

D. The office of Risk Management in the Chancellor's Office administers the general liability, property and workers' compensation programs. The State Office of Risk and Insurance Management administers the motor vehicle liability program.

E. Under this form of insurance, the State and its employees (as defined in Section 810.2 of the Government Code) are insured for any tort liability that may develop through carrying out official activities, including state official operations on non-state owned property. Should any claims arise by reason of such operations or under an official contract or license agreement, they should be referred to the State Board of Control, State of California, Tort Liability Section, 1515K Street, Sacramento, CA 95814. Any claims regarding property are to be referred to the California State University, Systemwide Risk Manager, 401 Golden Shore, 5th Floor, Long Beach, CA 90802-4210.

9. Non-Waiver

The waiver by either party of any breach of any term, covenant, or condition contained in this Agreement, or any default in their performance of any obligation under this Agreement shall not be deemed to be a waiver of any other breach or default of the same or any other term, covenant, condition, or obligation, nor shall any waiver of any incident of breach or default constitute a continuing waiver of same.

10. Enforceability

In the event that any of the provisions or portions of application of any of the provisions of this Agreement are held to be illegal or invalid by a court of competent jurisdiction, DISTRICT and SFSU shall negotiate an equitable adjustment in the provisions of this

Agreement with a view toward effecting the purpose of this Agreement. The illegality or invalidity of any of the provisions, or portions of, or application of any of the provisions of this Agreement shall not affect the legality or enforceability of the remaining provisions, or portions of, or application of any of the provisions of any of the provisions of this Agreement.

11. Integration

This Agreement contains the entire agreement and understanding between the parties as to the subject matter of this Agreement. It merges and supersedes all prior or contemporaneous agreements, commitments, representation, writings, and discussions between SFSU and DISTRICT, whether oral or written.

12. Successors and Assigns

DISTRICT and SFSU, respectively, bind themselves, their successors, assigns, and legal representatives. SFSU shall not assign or transfer any interest in this Agreement without DISTRICT's prior written consent, which consent shall be in DISTRICT's sole discretion. Any attempted assignment or transfer in breach of this provision shall be void.

13. Notices

All notices required hereunder shall be in writing and mailed postage prepaid by certified or registered mail, return receipt requested, or by personal or electronic delivery to the parties' representatives at the address as shown below, or such other places as DISTRICT or SFSU may, from time to time, respectively, designate in a written notice given to the other. Notice shall be deemed received three (3) days after the date of the mailing thereof or immediately upon delivery in person by e-mail or facsimile.

DISTRICT:
John Thompson, Ed.D., □Assistant
Superintendent, Human Resources
San Leandro Unified School District
14735 Juniper Street
San Leandro, CA 94579

SFSU:
Stephen C. Smith, Director
Procurement Department
San Francisco State University
1600 Holloway Avenue
San Francisco, CA 94132

14. Appendices

Appendices A and B are attached hereto and incorporated herein by reference thereto.

15. Dispute Resolution

Any dispute arising under the terms of this Agreement which is not resolved within a reasonable period of time by authorized representatives of the DISTRICT and SFSU shall be brought to the attention of the County Office of Education (or designated representative) and the Chief Business Officer (or designee) of the CSU for joint resolution. At the request of either party, the CSU shall provide a forum for discussion of the disputed item(s), at which time the Vice Chancellor, Business and Finance (or designated representative) of the CSU shall be available to assist in the resolution by providing advice to both parties regarding the CSU contracting policies and procedures. If resolution of the dispute through these means is pursued without success, either party may seek resolution employing whatever remedies exist in law or equity beyond this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement in one (1) or more copies as of the date and year first above written.

SAN LEANDRO UNIFIED SCHOOL DISTRICT



Superintendent or Designee/Date

SAN FRANCISCO STATE UNIVERSITY

Stephen C. Smith, Director of Procurement

Appendix A

Memorandum of Agreement
and
Description of Services

San Francisco State University agrees to the following conditions and services that apply to Interns who are, or will be admitted to the Education Specialist Credential Program through the Department of Special Education at San Francisco State University and will be serving their Special Education Internship in the DISTRICT. Interns nominated by either SFSU or DISTRICT shall be mutually acceptable to both SFSU and DISTRICT, and shall be subject to a mutually acceptable placement within the DISTRICT.

San Francisco State University agrees that:

1. Each Intern shall have passed the California Educational Basic Skill Test (CBEST), and shall have passed the subject matter requirement (e.g., CSET/Multiple or Single Subjects Tests or Liberal Studies Waiver) prior to assuming Intern services or responsibilities.

2. Each Intern shall possess a B.A. Degree, documented by official transcripts with a minimum overall GPA of 3.0 in last 60 units.

3. Each Intern shall have a minimum of 120 hours of verified pre-service coursework as well as 45 hours of experience with students, including those who are English Language Learners in educational settings.

4. Each Intern shall have passed U.S. Constitution coursework or examination.

5. Each Intern shall be provided adequate supervision, advice, encouragement and support, as appropriate, by San Francisco State University personnel, including but not limited to the College faculty and the College field supervisor.

6. SFSU will provide program coordination needed to manage the intern application and training process to ensure timely completion of credential coursework and filing for intern and preliminary credentials with the Commission on Teacher Credentialing.

7. SFSU will invoice DISTRICT at the end of each academic year at the rate of ONE THOUSAND DOLLARS ($1,000.00) as a fee for service for each intern served.

Appendix B

Memorandum of Agreement
and
Description of Services

DISTRICT agrees to the following conditions and services that apply to Interns who are, or will be admitted to the Education Specialist Credential Program through the Department of Special Education at SFSU and will be serving their Special Education Internship in the DISTRICT. Interns nominated by either SFSU or DISTRICT shall be mutually acceptable to both SFSU and DISTRICT, and shall be subject to a mutually acceptable placement within the DISTRICT.

DISTRICT agrees that:

1. Each Intern shall be provided a minimum of two hours every five instructional days of adequate supervision, advice, encouragement and support, as appropriate, by the DISTRICT personnel, including but not limited to the school site faculty and the DISTRICT support provider.

2. Interns will be released from instruction on a limited basis, as needed, to observe other credentialed teachers, to meet with DISTRICT support provider and to attend evening classes at SFSU.

3. DISTRICT will report interns annually to the California Commission on Teacher Credentialing (CTC) during the annual intern census.

4. DISTRICT will reimburse SFSU at the end of each academic year in the month of June, or earlier, at the rate of ONE THOUSAND DOLLARS ($1,000.00) for each intern served during the current academic year under this agreement.