INTERAGENCY AGREEMENT
FOR
PROVISION OF SERVICES

THIS AGREEMENT is entered into this **First** day of **July 2021** 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 San Francisco State University.

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, 2021.

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 Appendix 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, 2024.

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, expense (including reasonable attorneys' fees), 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, expense, attorneys' fees, 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, expense (including reasonable attorneys' fees) 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, expense, attorneys' fees, 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 not 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	SFSU
Grozelia Ward Personnel Services Director San Leandro Unified School District 835 E 14th Street, Suite 200 San Leandro, CA 94577	**Rabea Woerthwein-Mack** Director of Procurement Business Operations - Procurement Department San Francisco State University 1600 Holloway Avenue San Francisco, CA 94132

14. Appendices

Appendices A, B and C 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	**SAN FRANCISCO STATE UNIVERSITY**
BY: _____	BY: _____
Authorized Signature	*Authorized Signature*
_____	Rabea Woerthwein-Mack
Name	*Name*
_____	Director of Procurement
Title	*Title*
_____	_____
Date	*Date*

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 posses 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 preservice 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. Support and mentoring will be provided for at least 180 hours each year per the following:

    a. 45 hours of mentoring in an intern suppport seminiar (SPED 601) the first semester
    b. 180 hours of seminars each academic year prior to Student Teaching
    c. 15 hours of supervision and 20 hours of seminars (SPED 730 and SPED 723, 726 or 729) the last semester

7. Program coordination needed will be provided 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.

8. 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 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. Prior to the start of the Intern's teaching responsibilities, a District Support Provider will be identified and assigned to support the intern.

2. The District Support Provider has a Clear or Life Credential that matches the Intern's credential, has three years of successful teaching experience and English Learner Authorization.

3. A mentor with English Learner Authorization is immediately available to assist the Intern with instruction for English. The mentor can be the District Support Provider.

4. A plan that identifies the intern's current needs be developed, and the plan should prioritize the areas needing support, define type of support to be provided, and schedule of contacts between the Intern and District Support Provider.

5. The District Support Provider will provide support to Interns a minimum of 4 hours a week or 2 hours every 5 instructional days. Examples of support include but are not limited to content specific coaching, new teacher orientation, curriculum planning, and test results discussion.

6. The District Support Provider will approve the Support and Supervision Record Form completed by the Intern each semester. The form is to be submitted by the Intern to the Department of Special Education at SFSU at the end of every semester.

7. Interns will be released from instruction on a limited basis, as needed, to observe other credentialed teachers, meet with DISTRICT support provider, arrive on time at classes at SFSU, and complete field work assignments for the courses.

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

9. 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.

Appendix C

COVID-19 Representation

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") current 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 UNIVERSITY of that fact.