Graduate School of Education –STUDENT TEACHING AGREEMENT

THIS AGREEMENT is made and entered into on July 1, 2021 between The Regents of the University of California on behalf of its:

Graduate School of Education
University of California, Berkeley
2121 Berkeley Way
Berkeley, CA 94720-1670
Attention: Alejandro Luna

hereinafter referred to as the "University," and

San Leandro Unified School District
838 E. 14st Street
San Leandro, CA 94577
Attention: Grozelia Ward

hereinafter referred to as the "District."

1. The term of this Agreement shall be from July 1, 2021 through June 30, 2024 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 District shall provide teaching experience through student teaching in schools and classes of the District in terms of "semester units" for students of University possessing valid preliminary certificates and assigned by University to student teaching in schools or classes of the District.
3. Such student teaching shall be provided in such schools or classes of the District, and under the direct supervision and instruction of such employees of the District, or as the District and University through their duly authorized representatives, may agree upon.
4. The District may, for good cause, refuse to accept any student of the University assigned to student teaching in the District, and upon request of the District, made for good cause and accompanied by suitable documentation, University shall terminate such assignment.
5. "Student teaching" as used in this Agreement means active participation in the duties and functions of classroom teaching under the direct supervision and instruction of permanent or probationary employees of the District 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 in the schools or classes in which the student teaching is provided.
6. The number of semester units of student teaching to be provided for each student of University assigned to student teaching under this Agreement shall be determined by University.
7. An assignment of a student of University to student teaching in schools or classes of the District shall be at the discretion of University, but a student may be given more than one assignment by University to student teach in such schools or classes.
8. The assignment of a student of University to student teaching in the District 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 District the assignment card or other document given him or her by University effecting such assignment, but not earlier than the date of such assignment.
9. University shall pay the District for performance of the services required under this Agreement at the rate of $10.00 per semester unit of student teaching.

10. In the event the assignment of a student of University to student teaching is terminated by University for any reason, the District shall receive payment on account of such student as though there had been no termination of the assignment, except that if such assignment is terminated before one half of the term of the assignment has elapsed, the District shall receive payment for one half of the assignment only. If University assigns a student to another teacher of the District after an assignment has become effective, this shall be considered for payment purposes as an entirely new and separate assignment.

11. Absences of a student from assigned student teaching shall not be counted as absences in computing the semester units of student teaching provided the student by the District.

12. Within a reasonable time following the close of each semester of University, the District shall submit an invoice in triplicate to University for payment, at the rate stipulated in Section 9 above, for all student teaching provided by the District under and in accordance with this Agreement during said semester. The District shall attach to the invoice a certificate in triplicate, executed by a duly authorized representative of the District certifying that the District expended or became obligated to expend in providing such student teaching an amount no less than the amount of the invoice. University will pay the amount of such invoices promptly upon receipt from the District.

13. The District 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. In the event that personal information or data identifiable to an individual is used in the performance of this Agreement, both parties agree to comply with all applicable local, state and federal laws protecting the privacy of individuals. The District acknowledges and agrees that the information provided by University, or by others on behalf of University, that directly relates to any University student, is protected by the Family Educational Rights and Privacy Act (FERPA). The District represents and certifies that it will protect the confidentiality of all student information; and will not, except with the written consent of the student, use student information for any purpose other than to carry out the purposes of this Agreement; or disclose student information except to authorized individuals within its organization who have a legitimate need to know student information in order to carry out the purposes of this Agreement.

14. Notwithstanding any other provisions of this Agreement, details, such as maximum number of students and units and the distribution of assignments of said students to training levels, shall be arranged by and between University and the District; it being understood that the District shall not be obligated to accept assignments of training students beyond the ability of the District within its established teacher training program, to effectively provide services pursuant to this Agreement, and further, that University shall not be obligated to pay the District any amount in excess of that provided for under the terms of this Agreement.

15. The parties agree to maintain general liability insurance policies or programs of self-insurance sufficient to cover liabilities that may arise in connection with this Agreement. For the avoidance of doubt, University students participating in teaching 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 teaching at District's schools. It shall be the District's responsibility to verify compliance with the insurance provisions of this Paragraph 15.

16. The District 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 District's performance hereunder, provided such losses, expenses, damages and liabilities are due or claimed to be due to the negligent or intentional acts or omissions of District, its officers, employees, agents, subcontractors, or anyone directly or indirectly employed by them, or any person or persons under District's direction and control.

17. Notices provided under this Agreement must be delivered to the addresses indicated above by certified mail, postage pre-paid, return receipt requested; hand delivery; or commercial overnight delivery service such as Federal Express or United Parcel Service. If any part of this Agreement is held unenforceable or invalid, the remainder of the Agreement shall remain in full force and effect, and the parties shall negotiate in good faith on replacement language intended to express the parties' intent in a manner that is valid and enforceable. No

waiver of any performance required hereunder or of any breach of a provision hereunder shall be effective unless such waiver is in writing signed by the performing or non-breaching party, and no such waiver shall operate as a waiver of any subsequent failure to perform or breach of the same or any other provision of this Agreement. This Agreement may not be assigned or transferred by one party to another without the prior written consent of the non-assigning party. This Agreement constitutes the entire agreement between the parties respecting the subject matter herein and supersedes any prior understanding or agreement between them, written or oral, regarding the same subject matter. The terms and conditions of this Agreement shall not be altered or otherwise modified except upon a duly executed written amendment to this Agreement.

18. The UC Graduate School of Education ("GSE") will create and provide an annual report for the District that focuses on describing GSE's local impact. To support GSE's reporting, District will provide a list of all 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, District consents to being named as a partner district in all GSE informational documents and reports.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective representatives duly authorized representatives to be effective as of the date first above written.

DISTRICT		UNIVERSITY	
San Leandro Unified School District		The Regents of the University of California	
By:	_____	By:	Shauna Brown
Title:	_____	Title:	Senior Business Contracts Officer
Date:	_____	Date:	June 28, 2021