

College of Letters & Sciences – STUDENT TEACHING AGREEMENT

THIS AGREEMENT is made and entered into on 01-28-2013 between the Regents of the University of California on behalf of its:

**Cal Teach, Berkeley Science and Math Initiative
College of Letters & Sciences
University of California, Berkeley
367 Evans Hall MC 3860
Berkeley, CA 94720-3860**

hereinafter referred to as the “**University**”; and

**Mount Diablo Unified School District
1936 Carlotta Drive
Concord, CA 94519**

hereinafter referred to as “**the District**”.

1. The term of this Agreement shall be from 01-28-2013 and thereafter shall be automatically extended for a period of one year not to exceed a total of two (2) 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, University shall terminate the assignment of its student to student teaching in the District.
5. “**Student teaching**” as used herein and elsewhere 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. 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.
8. 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.
9. 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.
10. 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.
11. 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 Provision 2 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.
12. 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.

13. 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.

14. 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 willful 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.

15. University agrees to save harmless and indemnify the District against all claims, demands, suits, judgments, expense, and costs of any and every kind arising out of the Agreement resulting from the negligent acts, errors or omissions of the School, or faculty, in so far as it may legally do so, on account of any resulting injury or death of persons, or loss or damage to equipment upon the property of the District. In addition University assures the District that the students are covered by a program of self-insurance wherein the District will be an "additional insured."

DISTRICT

MOUNT DIABLO UNIFIED SCHOOL
DISTRICT

UNIVERSITY

THE REGENTS OF THE
UNIVERSITY OF CALIFORNIA

<p>By: _____</p> <p>Title: _____</p> <p>Date: _____</p>	<p>By: _____</p> <p style="text-align: center;">WILLIAM J. BRAUER Title: UC BERKELEY, BUSINESS <u>CONTRACTS OFFICE, SENIOR BUSINESS</u> <u>CONTRACTS OFFICER</u></p> <p>Date: _____</p>
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