

UC MERCED EXTENSION EDUCATION PROGRAMS  
**TEACHER PREPARATION PROGRAM**

**TEACHER PREPARATION PROGRAM AGREEMENT  
BY AND BETWEEN  
THE REGENTS OF THE UNIVERSITY OF CALIFORNIA  
AND  
MT. DIABLO UNIFIED SCHOOL DISTRICT**

This Agreement is effective as of the date of last signature below in the State of California, by and between THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, a California corporation on behalf of the University of California, Merced, Extension Education Programs (hereinafter referred to as "UNIVERSITY") and Mt. Diablo Unified School District (hereinafter referred to as "DISTRICT"), collectively referred to as PARTY OR PARTIES.

**RECITALS**

**WHEREAS**, various California Education Code Sections, including but not limited to 44259, 44320, 44321, 44452-44458, 44462 and 44466, authorize or govern a public school district in cooperation with an approved college or university to establish a student teaching program (fieldwork) meeting the provisions of applicable state law and regulations ("PROGRAM"); and

**WHEREAS**, DISTRICT is a California public school which operates schools suitable for internships, practice teaching and field experience needs; and

**WHEREAS**, UNIVERSITY has met all the requirements and preconditions established by state law, specifically those established by the California Commission on Teacher Credentialing ("COMMISSION") and/or Committee on Accreditation; and

**WHEREAS**, it is to the benefit of both the UNIVERSITY and DISTRICT that Teacher Candidates have opportunities to enhance their capabilities as practitioners and both UNIVERSITY and DISTRICT desire to partner together to make PROGRAM available.

**WHEREAS**, it is understood and agreed by and between the Parties of this Agreement that they wish to enter into this Agreement in order to ensure the requirements of the California Commission on Teacher Credentialing ("COMMISSION"), will be met and provided to the Teacher Candidates and shall complete their respective responsibilities in connection with this Agreement during its term. See attached the Teacher Preparation Program Handbooks.

**AGREEMENT**

**NOW, THEREFORE**, in consideration of the covenants and agreements, set forth herein, the receipt and sufficiency of which are hereby acknowledged, the PARTIES agree as follows:

**I. TERM AND TERMINATION**

- A. This Agreement shall become effective as of the date first written above once both PARTIES have executed the Agreement and shall continue in full force and effect through June 30, 2024. The PROGRAM Year shall end in June, with the exact day varying from year to year as determined by the then-current applicable DISTRICT certificated work year calendar.
- B. Notwithstanding anything to the contrary stated in this Agreement, either PARTY may terminate this Agreement for convenience upon thirty (30) days' written notice.
- C. In the event DISTRICT chooses to terminate the Agreement for convenience in accordance with this Article, any Teacher Candidates assigned at DISTRICT schools when DISTRICT gives notice may continue to train until the end of the Teacher Candidates' current UNIVERSITY semester.
- D. This Agreement may be terminated immediately by either PARTY hereto should the other PARTY fail substantially to perform in accordance with the terms hereof through no fault of the terminating PARTY and such failure continues for thirty (30) days after notice thereof is delivered by the non-defaulting PARTY.

## **II. PLACEMENT OF STUDENT & INTERN TEACHERS**

- A. DISTRICT and UNIVERSITY shall coordinate the process of placement of Teacher Candidates.
- B. DISTRICT will use its best efforts within the constraints of available position openings to place Teacher Candidates in environments to maximize their success (i.e., supportive principal, available peer support, class selection).
- C. DISTRICT reserves the right to make the final determination on any Teacher Candidate's placement or Intern Teacher's employment and placement by DISTRICT.
- D. DISTRICT shall adhere to the COMMISSION's Criteria for School Placements (MS/SS Program Standards, 3(B)) including but not limited to permit video capture for candidate reflection and TPA completion.
- E. Neither UNIVERSITY nor DISTRICT shall discriminate in the selection of, or participation by any Teacher Candidate pursuant to this Agreement because of ethnicity, religion, sex, sexual orientation, national origin, ancestry, age or disability, or any other protected class within the limits imposed by law and/or DISTRICT policy.
- F. INTERN TEACHER ONLY: DISTRICT shall assign Intern Teachers to assume the functions that are authorized by the credential held by the Intern Teacher and shall be placed in an assignment that meets the instructional or service needs of the DISTRICT.
- G. INTERN TEACHER ONLY: DISTRICT shall not displace a certificated DISTRICT employee with the placement of an Intern Teacher. This Agreement shall serve to certify such to UNIVERSITY in accordance with Commission requirements.

## **III. SUPERVISION OF STUDENT & INTERN TEACHERS**

- A. UNIVERSITY shall provide Site Supervisors (University Mentors) for all Teacher Candidates. UNIVERSITY shall have clearly defined qualifications for Site Supervisors to include: (1) current knowledge in the content they teach; (2) understanding of the context of schooling; (3) ability to model best professional practices in teaching and learning, scholarship, and service; (4) knowledgeable about diverse abilities, cultural, language, ethnic, and gender diversity; and (5) thorough grasp of the academic standards, frameworks, and accountability systems that drive the curriculum of public schools, and hold a valid California Clear Teaching Credential in the area of the credential the teacher candidate is seeking. (Note: One who holds a valid teaching credential has undergone livescan fingerprints and a background check.)
- B. Such UNIVERSITY Site Supervisors (University Mentor) shall visit Teacher Candidates in their fieldwork placement six times per semester to provide support, mentoring and supervision.
- C. DISTRICT shall provide a qualified supervisor (Cooperating Teacher) who will serve as the on-site guide, observing the teacher candidate at the classroom level and in collaboration with the UNIVERSITY'S Site Supervisors.
- D. INTERN TEACHER ONLY: As an employee, intern candidates will also be supervised by the school site's principal or assistant principal, unless designated otherwise.

#### **IV. COVID-19 INTERIM POLICY**

- A. Pursuant to recommendations of federal, state, and local health officials, The UC requires compliance with Interim Policy – Universal Requirements for Physical Mitigations and Reduction of the Transmission of COVID-19:  
[http://policies.ucmerced.edu/sites/policies.ucmerced.edu/files/documents/policies/interim\\_policy\\_on\\_physical\\_mitigation\\_and\\_reduction.pdf](http://policies.ucmerced.edu/sites/policies.ucmerced.edu/files/documents/policies/interim_policy_on_physical_mitigation_and_reduction.pdf)
- B. All activities detailed in Section III of Agreement shall be performed in compliance with Interim Policy.
- C. UNIVERSITY and DISTRICT shall work collaboratively for the health and safety of all PARTIES.
- D. Candidates in clinical practice will follow all health and safety guidelines in place from the DISTRICT.
- E. Candidates will co-plan, teach and film, then reflect on their practice with a UC Supervisor (University Mentor) via Zoom. The UC Supervisor (University Mentor) will provide the link to the candidate using a UC Merced account.
- F. From time to time as public health recommendations change, UNIVERSITY and SCHOOL may modify processes in this area by mutual written agreement.

#### **V. CONDITIONS OF INTERN EMPLOYMENT (INTERN TEACHERS ONLY)**

Intern Teachers are employees of DISTRICT and subject to all of the rights and obligations associated to such employment, including the normal teacher evaluation policies and practice. For employment purposes, the DISTRICT shall be the sole evaluator of the Intern Teacher, including the evaluation process, instrument, and content.

## **VI. SELECTION AND QUALIFICATIONS OF SUPERVISORS/MENTORS**

- A. DISTRICT (cooperating teacher) and UNIVERSITY (university mentor) shall each provide a qualified supervisor to assist the Teacher Candidate. DISTRICT and UNIVERSITY shall independently determine the qualifications of their respective supervisors.
- B. DISTRICT shall provide a qualified supervisor who will serve as the on-site guide (Cooperating Teacher), observing the Teacher Candidate at the classroom level and in collaboration with the UNIVERSITY'S Supervisors (University Mentors).
- C. INTERN TEACHER ONLY: As an employee, the intern will also be supervised by the school site's principal or assistant principal, unless designated otherwise.
- D. DISTRICT shall assign a Supervisor (Cooperating Teacher) to the Teacher Candidate prior to assuming daily teaching responsibilities. DISTRICT shall select and evaluate such Supervisor (Cooperating Teacher) in accordance with DISTRICT policy and practices and based on clearly defined description of qualifications to include: (1) valid corresponding Clear or Life credential; (2) Three (3) years successful teaching experience; and (3) English Learner Authorization (ELA) if responsible for providing specified ELA support. See attached the Teacher Preparation Program Handbooks.
- E. UNIVERSITY shall provide Supervisors (University Mentors) for all Teacher Candidates. UNIVERSITY shall have clearly defined qualifications for UNIVERSITY Supervisors (University Mentors) to include: (1) current knowledge in the content they teach; (2) understanding of the context of schooling; (3) ability to model best professional practices in teaching and learning, scholarship, and service; (4) knowledgeable about diverse abilities, cultural, language, ethnic, and gender diversity; and (5) thorough grasp of the academic standards, frameworks, and accountability systems that drive the curriculum of public schools.

## **VII. TIMING AND HOURS OF SUPERVISION OF STUDENT/INTERN TEACHERS**

- A. STUDENT TEACHER ONLY: UNIVERSITY Supervisors (University Mentors) shall visit Student Teachers, in the fieldwork placement environment six times during the semester.
- B. INTERN TEACHER ONLY: The "COMMISSION" (CTC) requires a minimum of 144 hours of mentoring and supervision for Intern Teachers who have earned an English Learner Authorization (ELA). Intern Teachers who have not earned an ELA shall receive an additional 45 hours of support (CTC's Precondition for Internship Program).
- C. INTERN TEACHER ONLY: Intern Teachers who assume daily teaching responsibilities after the beginning of a school year shall be provided the following minimum hours of mentoring and supervision: four hours times the number of instructional weeks

remaining in the school year. A minimum of two hours of mentoring and supervision shall be provided to an Intern Teacher every five instructional days.

- D. INTERN TEACHER ONLY: UNIVERSITY Supervisors (University Mentors) shall visit Intern Teachers, in the intern environment, a minimum of once every two weeks. The UNIVERSITY Supervisor (University Mentor) will provide a minimum of 90 hours of support per academic year through the combination of biweekly site visits and coursework. The DISTRICT will provide a minimum 54 hours of support, as determined by the DISTRICT and in accordance with activities satisfying the COMMISSIONS'S support and supervision requirements.
- E. DISTRICT shall provide sufficient resources including the identification of protected time for the DISTRICT Supervisor (Cooperating Teacher) to work with Teacher Candidates during the school day to include clearly defined expectations for type and frequency of mentoring.
- F. INTERN TEACHER ONLY:

<b>Table 1: Minimum Number of Hours Required Annually:</b>			
Type of Hours	Total Hours Required (per Semester)	Intern & Cooperating Teacher Combined (per Semester)	University (per Semester)
General Support and Supervision	144	60	12
EL Specific Support and Supervision	45	15	7.5
Total Support and Supervision Hours	189	75	19.5

**VIII. ROLES AND RESPONSIBILITIES**

- A. DISTRICT and UNIVERSITY agree to adhere to the distribution of Teacher Candidate support and supervision responsibilities.
- B. DISTRICT agrees to provide protected time for DISTRICT Mentor (Cooperating Teacher) to work with Teacher Candidate within the school day. DISTRICT Mentor (Cooperating Teacher) will log all support activities provided for Teacher Candidates.
- C. DISTRICT and UNIVERSITY supervisors will meet regularly with Teacher Candidates to ensure Teacher Candidates are following the California Teaching Performance Expectations (TPE's) or other such standards as may be applicable to the specific regular standard credential each Teacher Candidate is seeking to obtain.
- D. UNIVERSITY shall provide mandatory orientation and training for the DISTRICT Mentor (Cooperating Teacher) and UNIVERSITY Supervisor (University Mentor). UNIVERSITY shall provide DISTRICT Supervisors a minimum of 10 hours of initial orientation to the program curriculum, effective supervision approaches, and content-specific pedagogy and instructional practices. UNIVERSITY shall also provide ongoing development for DISTRICT Supervisors to remain current in the knowledge and skills for candidate

supervision and program expectations (per COMMISSION MS/SS Program Standard 3(D)).

- E. DISTRICT shall include Teacher Candidate in appropriate DISTRICT support programs and regularly scheduled staff development activities.
- F. INTERN TEACHER ONLY: DISTRICT shall develop and implement a Professional Development Plan for Intern Teachers in consultation with the UNIVERSITY. The plan shall include all of the following: (1) Provisions for annual evaluation of the Intern Teacher; (2) A description of the courses to be completed by the Intern Teacher, if any, and a plan for the completion of preservice or other clinical training, if any, including student teaching; (3) Additional instruction during the first semester of service, for Intern Teachers in kindergarten or grade 1 to 6 inclusive, in child development and teaching methods, and special education programs for pupils with mild and moderate disabilities; (4) Instruction, during the first year of service, for Intern Teachers teaching children in bilingual classes in the culture and methods of teaching bilingual children, and instruction in the etiology and methods of teaching children with mild and moderate disabilities.

#### **IX. PREPARATION TO TEACH ENGLISH LEARNERS**

- A. UNIVERSITY shall provide supervision, including in-classroom coaching, specific to the needs of English Learners (per COMMISSION PSA 13-06, Appendix B, See Exhibit 2).
- B. STUDENT TEACHER ONLY: DISTRICT MENTORS (Cooperating Teachers) shall assist the Teacher Candidates, through in- classroom modeling and coaching as needed, with (1) planning lessons that are appropriately designed and differentiated for English Learners; (2) assessing language needs and progress; and (3) supporting language accessible instruction.
- C. INTERN TEACHER ONLY: DISTRICT shall identify an individual who is immediately available to assist Intern Teachers, through in-classroom modeling and coaching as needed, with (1) planning lessons that are appropriately designed and differentiated for English Learners; (2) assessing language needs and progress; and (3) supporting language accessible instruction. The identified individual may be the same Mentor (Cooperating Teacher) assigned pursuant to Section V: Selection and Qualifications of Supervisors/Mentors, provided the individual possesses an English Learner Authorization (ELA) and is immediately available to assist the Intern Teacher.
- D. INTERN TEACHER ONLY: The minimum mentoring and supervision provided to an Intern Teacher who assumes daily teaching responsibilities after the beginning of a school year shall be equal to five hours times the number of months remaining in the school year. The mentoring and supervision should be distributed in a manner that sufficiently supports the Intern Teacher's development of knowledge and skills in the instruction of English Learners.
- E. INTERN TEACHER ONLY: An individual who passes the California Teaching of English Learner (CTEL) examination (including all three subtests) prior or subsequent to the issuance of the intern credential may be exempted from the additional 45 hours of mentoring and supervision specific to the needs of the English Learners.

Table 2: Distribution of Responsibility for COMMISSION Required Hours of English Learner Support			
RESPONSIBILITY	SHARE D	UNIVERSIT Y	DISTRIC T
45 hours of additional mentoring and supervision	X		
Supervision, including in-classroom coaching, specific to the needs of English Learners	X		
Identification of qualified individual who can immediately assist the Intern Teacher and provide in-class coaching and modeling of lessons for English Learners (as specified in Section VIII C, above).			X

## X. COMMUNICATION AND COLLABORATION

DISTRICT and UNIVERSITY shall work collaboratively together to provide the necessary support to the Teacher Candidate to ensure success.

- A. DISTRICT and UNIVERSITY shall cooperate and collaborate in developing and maintaining a process of and procedures for access, communication, and collaboration between DISTRICT Supervisor, as employer (the school site's principal or assistant principal, unless designated otherwise), DISTRICT Mentor (Cooperating Teacher), and UNIVERSITY Supervisor (University Mentor).
- B. DISTRICT and UNIVERSITY agree to cooperate in resolving problems related to Teacher Candidate performance or preparation following the procedures outlined in the Clinical Practice Handbook.
- C. DISTRICT and UNIVERSTIY agree that changes cannot be made to the program or responsibilities of the parties unless the changes are made in writing and signed by both parties.
- D. INTERN TEACHER ONLY: DISTRICT agrees to cooperate with UNIVERSITY managed documentation and monitoring processes to ensure that Intern Teachers receive the COMMISSION required minimum of 144 hours of mentoring and supervision.
- E. INTERN TEACHER ONLY: DISTRICT agrees to cooperate with UNIVERSITY-managed documentation and monitoring processes for additional 45 hours of mentoring and supervision to Intern Teachers who have not yet earned the English Learner Authorization.

## XI. INTERN ADVISORY COMMITTEE AND PROGRAM EVALUATION (INTERN TEACHER ONLY)

- A. If UNIVERSITY requires representation by DISTRICT on a UNIVERSITY Intern Advisory Committee, DISTRICT shall provide appropriate staff to serve on such committee. The selection of DISTRICT staff for this purpose is at the sole discretion of the DISTRICT.

- B. If DISTRICT establishes a DISTRICT Intern Advisory Committee for the purpose of providing program evaluation or other collaborative process input on the subject of interns, and if DISTRICT requires representation by UNIVERSITY on such committee, UNIVERSITY shall provide appropriate staff to serve on such committee. The selection of UNIVERSITY staff for this purpose is at the sole discretion of the UNIVERSITY.

## **XII. RESPONSIBILITY OF UNIVERSITY'S ACADEMIC PROGRAM**

UNIVERSITY shall have exclusive control over all academic and operational issues involving the UNIVERSITY'S programs, which shall include, without limitation: selection of course content and required textbooks, delivery of instructional programs, selection and approval of faculty, admission, registration and retention of Teacher Candidates, evaluation of Teacher Candidates' prior experience and education, evaluation of Teacher Candidates' academic progress, scheduling courses, awarding academic credit, and conferring degrees.

## **XIII. RIGHTS AND RESPONSIBILITY OF INTERN TEACHERS (INTERN TEACHER ONLY)**

Intern Teachers shall be DISTRICT employees for all purposes. As such, Intern Teachers shall be entitled to all rights and obligations normally afforded DISTRICT employees of like classification, assignment and working conditions.

- A. Intern Teachers shall assume full teaching and legal responsibility for their classroom.
- B. Intern Teachers shall be paid as commensurate with their assignment and the applicable collectively bargained agreement for the Certificated Bargaining Unit.
- C. Intern Teachers shall not acquire tenure while serving on an internship credential or in a "non-credentialed" status. Acquiring tenure shall be governed by the then-applicable California Education Code provisions.

## **XIV. SITE SUPERVISOR RESPONSIBILITY WHEN VISITING DISTRICT**

- A. DISTRICT is proud to provide healthy, tobacco-free environment. Smoking or the use of any tobacco products are prohibited in buildings and vehicles, and on any property owned, leased or contracted for by DISTRICT.
- B. UNIVERSITY and UNIVERSITY'S staff shall at all times comply with the provisions and requirements of the Drug-Free Workplace Act of 1990 (Government Code Section 8350 et seq.).
- C. UNIVERSITY shall at all times enforce appropriate discipline and good order itself and among its employees and shall not employ or work any unfit person or anyone not skilled in providing the services required under this Agreement.

## **XV. FINGERPRINTING/CRIMINAL BACKGROUND INVESTIGATION CERTIFICATION**

Teacher Candidates and the University Mentors shall at all times comply with the fingerprinting and criminal background investigation requirements of the California Education Code ("Education Code") section 45125.1.



UNIVERSITY further agrees and acknowledges that if at any time during the Term of this Agreement UNIVERSITY learns or becomes aware of additional information which differs in any way from the representations set forth above, UNIVERSITY shall immediately notify DISTRICT and prohibit any new personnel from having any contact with DISTRICT students until the fingerprinting and background check requirements have been satisfied and District determines whether any contact is permissible.

## **XVI. TUBERCULOSIS CERTIFICATION**

Teacher Candidates and the University Mentors shall at all times comply with the tuberculosis ("TB") certification requirements of Education Code section 49406.

UNIVERSITY shall maintain on file the certificates showing that Teacher Candidates and University Mentors were examined and found free from active TB. These forms shall be regularly maintained and updated by UNIVERSITY and shall be available to District upon request or audit.

UNIVERSITY further agrees and acknowledges that all new personnel hired after the Effective Date of this Agreement by UNIVERSITY are subject to the TB certification requirements and shall be prohibited from having any contact with District students until the TB certification requirements have been satisfied and District determines whether any contact is permissible.

## **XVII. INDEMNIFICATION**

- A. DISTRICT shall defend, indemnify, and hold UNIVERSITY, 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 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 officers, employees or agents.
- B. 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 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 UNIVERSITY, its officers, employees or agents.

## **XVIII. INSURANCE**

- A. Each PARTY, at its sole cost and expense, shall insure its activities in connection with this Agreement by maintaining programs of self-insurance as follows:
  - i. General Liability, Sexual Abuse Liability, Employer's Liability, Professional Liability and Automobile Liability insurance. General Liability (including broad form property damage and contractual liability) insurance on a per occurrence basis with a single limit of not less than One Million Dollars (\$1,000,000); Sexual Abuse Liability Insurance on a per occurrence basis with a single limit of not less than One Million

Dollars (\$1,000,000); Employer's Liability insurance on a per occurrence basis with a single limit of not less than One Million Dollars (\$1,000,000); Professional Liability insurance on a per occurrence basis with a single limit of not less than One Million Dollars (\$1,000,000); and automobile liability insurance for owned, hired and non-owned vehicles on a per occurrence basis with a combined single limit of not less than One Million Dollars (\$1,000,000).

- ii. Workers' Compensation as required under California State Law.
  - iii. Such other insurance in such amount which from time to time may be reasonably required by the mutual consent of DISTRICT and UNIVERSITY against other insurable risks relating to the performance of this Agreement.
- B. It should be expressly understood, however, that the coverage and limits required under this Article shall not in any way limit the liability of either PARTY.
- C. Each PARTY shall further provide for thirty (30) days advance written notice of any modification, change or cancellation of any of the above insurance coverage.

#### **XIX. RESPONSIBILITY FOR OWN ACTS**

Each PARTY will be responsible for its own acts or omissions and any and all claims, liabilities, injuries, suits, and demands and expenses of all kinds which may result or arise out of any alleged malfeasance or neglect caused or alleged to have been caused by such PARTY, its employees or representatives, in the performance or omission of any act or responsibility of such PARTY under this Agreement. In the event that a claim is made against both PARTIES, it is the intent of both PARTIES to cooperate in the defense of said claim and to cause their insurers to do likewise. However, both PARTIES shall have the right to take any and all actions they believe necessary to protect their interests.

#### **XX. NOTICES**

All notices, statements, demands, requests, consents, approvals, authorizations, appointments, or designations hereunder by either PARTY to the other will be in writing and will be deemed given and served upon the other PARTY, if delivered personally or three (3) days after depositing in the United States mail, postage prepaid, addressed to:

- A. If to DISTRICT:

District Name: Mt. Diablo Unified School District  
Address:  
City, State, Zip:  
Attn: [christied@rubiconprograms.org](mailto:christied@rubiconprograms.org)  
Phone: (925) 326-7444

- B. If to UNIVERSITY:

University of California, Merced  
Extension Education Programs  
5200 Lake Rd.  
Merced, CA 95343  
Attn: Procurement Services

## **XXI. INDEPENDENT**

None of the provisions of this Agreement are intended to create nor shall be deemed or construed to create any relationship between DISTRICT and UNIVERSITY other than that of independent entities contracting with each hereunder, solely for the purpose of effecting the provisions of this Agreement.

## **XXII. AUTHORIZATION WARRANTY**

- A. DISTRICT hereby represents and warrants that the person executing this Agreement for the DISTRICT is an authorized agent who has actual authority to bind DISTRICT to each and every term, condition and obligation set forth in this Agreement and that all requirements of DISTRICT have been fulfilled to provide such actual authority.
- B. UNIVERSITY hereby represents and warrants that the person executing this Agreement for UNIVERSITY is an authorized agent who has actual authority to bind UNIVERSITY to each and every term, condition and obligation set forth in this Agreement and that all requirements of UNIVERSITY have been fulfilled to provide such actual authority.

## **XXIII. COOPERATION IN DISPOSITION OF CLAIMS**

DISTRICT and UNIVERSITY agree to cooperate with each other in the investigation and disposition of audits, peer review matters, disciplinary actions and third party liability claims arising out of any services provided under this Agreement. It is the intention of the PARTIES to fully cooperate in the disposition of all such audits, actions or claims. Such cooperation may include, but is not limited to, joint investigation, defense, disposition of claims of third parties arising from services performed under this Agreement, and making witnesses available; provided, however, that nothing shall require either DISTRICT or UNIVERSITY to disclose any peer review documents, records or communications which are privileged under Section 1157 of the California Evidence Code, under the Attorney-Client Privilege or under Attorney Work-Product Privilege.

## **XXIV. NON-WAIVER**

No waiver or breach of any term or provision of this Agreement shall be construed to be, nor shall be, a waiver of any other breach of this Agreement. No waiver shall be binding unless in writing signed by the PARTY waiving the breach.

## **XXV. SEVERABILITY**

In the event that any provision of this Agreement shall be held void, voidable, or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect in accordance with its terms disregarding such unenforceable or invalid provision.

## **XXVI. GOVERNING LAW**

This Agreement will be governed by and construed in accordance with the laws of the State of California. In the event of any dispute or litigation concerning or arising out of this Agreement, both PARTIES agree to seek resolution of the dispute or litigation within the venue of the appropriate courts in the County of Merced, State of California.

## **XXVII. ASSIGNMENT**

Neither PARTY shall assign its rights or delegate its duties under this Agreement without the prior written consent of the other PARTY.

## **XXVIII. ENTIRE AGREEMENT/AMENDMENTS**

This Agreement represents the PARTIES' final and complete agreement with regard to the subject matter contained herein. As such, it supersedes all other understandings, discussions and/or agreements between the PARTIES with regard to the subject matter of the Agreement. Any change in, modification of or addition, amendment or supplement to this Agreement shall be valid only if set forth in writing, signed and dated by all PARTIES hereto the Agreement.

## **XXIX. COUNTERPARTS**

The PARTIES may execute this Agreement in two or more counterparts, which shall, in the aggregate be signed by all of the PARTIES; each counterpart shall be deemed an original instrument as against any PARTY who has signed it. The PARTIES further agree that signatures sent by electronic mail, in .PDF format, shall be treated as original signatures to this Agreement.

--- Signature Page to Follow ---

IN WITNESS WHERE OF, the PARTIES hereto on the day and year written below have executed this Agreement.

**THE REGENTS OF THE UNIVERSITY  
MT. DIABLO UNIFIED SCHOOL DISTRICT OF CALIFORNIA**

\_\_\_\_\_  
Authorized Signature  
Christie Deems

\_\_\_\_\_  
Name (Printed or Typed)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Authorized Signature  
Priya Lakireddy

\_\_\_\_\_  
Name (Printed or Typed)

Contract Administrator

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

# UNIVERSITY OF CALIFORNIA

## PROOF OF SELF-INSURANCE COVERAGE

The Regents of the University of California are often requested by outside parties to provide evidence of the University's self-insurance coverage in conjunction with agreements and contracts negotiated by its employees on UC campuses and medical centers. Examples of situations where the University may be required to provide evidence of insurance include:

- Using an off-campus location to host an event, ceremony, athletic event, theatre production, practice space, job fair, educational outreach event, etc.
- Leasing or renting equipment, motor vehicle(s), or real estate
- Research grant sub-awards
- Affiliation (non-healthcare/medical related) and Professional Services Agreements

The University of California self-funds its liability exposures, so does not issue individual certificates of insurance. The UC Office of Risk Services has developed a Certificate of Self-Insurance Coverage document (COC) to illustrate the self-funded retention levels maintained for each liability program. The COC is available on-line for use by entities conducting business with the university as evidence of the self-funded retention levels, coverage terms, and limits routinely requested. The self-insurance limits accepted in each specific written agreement or contract shall be the limits that apply should a loss arise, regardless of the limits provided in the on-line Certificate of Self-Insurance Coverage document.

The UC COC Site is solely for the use and benefit of the vendors and organizations which contract with the University of California and not for resale or other transfer to or use by or for the benefit of any other person or entity. You may print copies for use within your organization, provided that you do not modify the COC in any way, nor distribute any copies outside your organization. You may not use any of the University of California's names or marks in any manner that creates the impression such names or marks belong to or are associated with you or imply any endorsement by the University of California, and you acknowledge that you have no ownership rights in and to any of these names or marks. You will not use the Site, the information contained therein or any of the University's names or marks in unsolicited mailings or spam material. You may not link directly to the COC ("deep link") or bring up or present the COC or other content of this site within another web site ("frame").

Official Correspondence must be sent via postal mail to:

Chief Risk Officer  
Office of Risk Services  
Office of the President  
University of California  
1111 Franklin St., 10th Floor  
Oakland, CA 94607-5200  
510-987-9832  
RiskServices@ucop.edu

Please contact the local Risk Manager at the specific University of California location where you are contracting if you have insurance coverage questions:

- [Campus Risk Managers Directory](#)
- [Hospital Risk Managers Directory](#)

# CERTIFICATE OF SELF-INSURANCE COVERAGE

Date: June 7, 2021

**PRODUCER/INSURED**

The Regents of the University of California  
Office of the President  
Office of Risk Services  
1111 Franklin St., 10<sup>th</sup> Floor  
Oakland, CA 94607-5200  
510-987-9832

This Certificate is issued as a matter of information only to authorized viewers for their internal use only and confers no rights upon any viewer of this Certificate. The Certificate does not amend, extend or alter the coverage described below. This Certificate may only be copied, printed and distributed by an authorized viewer for its internal use. Any other use, duplication or distribution of the Certificate without the written consent of the Regents of the University of California is prohibited.

**ENTITIES AFFORDING COVERAGE**

COMPANY LETTER A The Regents of the University of California	PARTICIPATION <b>100 %</b>
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**COVERAGES**

THIS IS TO CERTIFY THAT THE REGENTS OF THE UNIVERSITY OF CALIFORNIA IS A GOVERNMENTAL ENTITY THAT HAS A SELF-FUNDED RETENTION FOR LIABILITIES DESCRIBED BELOW, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY WRITTEN CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY PERTAIN. THIS SELF-FUNDED PROGRAM IS SUBJECT TO ALL PROVISIONS OF THE BYLAWS AND STANDING ORDERS OF THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, WHICH DOES NOT PERMIT ANY ASSUMPTION OF LIABILITY WHICH DOES NOT RESULT FROM THE NEGLIGENT ACTS OR OMISSIONS OF ITS OFFICERS, AGENTS OR EMPLOYEES.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE	POLICY EXPIRATION DATE	LIMITS	
A	<b>GENERAL LIABILITY</b>	Self-Insured	July 1, 2021	July 1, 2022	GENERAL AGGREGATE	\$ Not applicable
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				PRODUCTS-COMP/OP AGG	\$ 5,000,000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCURRENCE				PERSONAL & ADV INJURY	\$ 5,000,000
	<input type="checkbox"/>				CONTRACTUAL LIABILITY	\$ 5,000,000
	<input type="checkbox"/>				EACH OCCURRENCE	\$ 5,000,000
\$						
A	<b>AUTOMOBILE LIABILITY</b>	Self-Insured	July 1, 2021	July 1, 2022	COMBINED SINGLE LIMIT	\$ Not applicable
	<input type="checkbox"/> ANY AUTO				BODILY INJURY (PER PERSON)	\$ 2,500,000
	<input checked="" type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (PER ACCIDENT)	\$ 2,500,000
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE	\$ 2,500,000
	<input checked="" type="checkbox"/> HIRED AUTOS					
<input checked="" type="checkbox"/> NON-OWNED AUTOS						
<input type="checkbox"/> GARAGE LIABILITY						
A	<b>PROPERTY</b>	Self-Insured	July 1, 2021	July 1, 2022	EACH OCCURRENCE	\$ 7,500,000
	<input checked="" type="checkbox"/> FIRE & EXTENDED PERILS				AGGREGATE	\$ Not applicable
\$						
A	<b>WORKERS' COMPENSATION AND EMPLOYERS LIABILITY</b>	Self-Insured	July 1, 2021	July 1, 2022	STATUTORY LIMITS	
					EACH ACCIDENT	\$ As required by California Law
					DISEASE - POLICY LIMIT	\$ As required by California Law
						\$ As required by California Law

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

**ADDITIONAL COVERED PARTY- AS REQUIRED BY WRITTEN CONTRACT OR AGREEMENT WITH RESPECT TO GENERAL LIABILITY AND AUTOMOBILE LIABILITY**

**LOSS PAYEE - AS REQUIRED BY WRITTEN CONTRACT OR AGREEMENT WITH RESPECT TO PROPERTY COVERAGE**

**CERTIFICATE HOLDER  
APPLICABLE PARTY AS REQUIRED BY WRITTEN CONTRACT OR AGREEMENT**

**CANCELLATION**  
SHOULD THE REGENTS ELECT TO DISCONTINUE SELF-INSURING ITS LIABILITIES, THE REGENTS WILL UPDATE PROOF OF SELF-INSURANCE ON ITS WEBSITE. THE REGENTS SHALL NOT BE OBLIGATED TO PROVIDE INDIVIDUAL NOTICE TO VENDORS OR OTHERS.

By: 

CHERYL A. LLOYD, AVP & CHIEF RISK OFFICER