

CONTRACT NAME: AGREEMENT BETWEEN THE REGENTS OF THE UNIVERSITY OF CALIFORNIA AND DAVIS JOINT UNIFIED SCHOOL DISTRICT

BRIEF DESCRIPTION OF CONTRACT: The agreement is a partnership between The Regents of the University of California, on behalf of its Davis campus School of Education and DJUSD to provide student teaching or practicum experience to students enrolled in an education credential preprogram through the University.

FISCAL IMPACT: There is no financial impact to the District; the term of this agreement is from September 1, 2019 through August 31, 2024.

AFFILIATION AGREEMENT
(Davis Joint Unified School District)

THIS AGREEMENT is made and entered into by and between THE REGENTS OF THE UNIVERSITY OF CALIFORNIA (University), on behalf of its Davis campus School of Education (School) and DAVIS JOINT UNIFIED SCHOOL DISTRICT (District).

R E C I T A L S

WHEREAS, School conducts approved educational degree granting programs for its undergraduate and postgraduate teaching credential students (Students); and

WHEREAS, in order to conduct such programs, University requires access to facilities in which Students may learn through classroom observation, teaching experience, and research opportunities; and

WHEREAS, District possesses such facilities and is willing to permit the use thereof because of benefits to be obtained by District; and

WHEREAS, University research and scholarship combined with District professional educational experience shall permit the interchange of ideas and knowledge leading to furtherance of mutual educational goals, along with staff development and administrative training opportunities; and

WHEREAS, both District and University shall benefit from the conduct in District facilities of University professional preparation programs for its Students, as well as from University and District's joint pursuit of education research and training; and

NOW, THEREFORE, parties agree as follows:

1. Students. Students shall be placed at District schools each fall and continue their student teaching assignments through the end of the academic year. Though students will, progress in their student teaching at their own pace, it is expected that generally Students will begin each fall quarter, Students should engage for instruction for two to five days at a time. By winter quarter and continuing through spring quarter, Students shall take over the instruction of the District classroom(s) in which they are student teaching.
2. District Performance. The District shall:
 - 2.1. Assign and name a District employee as the contact person for each training/education area of teaching, observation, research staff development, and administrative training;
 - 2.2. Make District's facilities available to Students as needed for proper training experiences;
 - 2.3. Designate, after consultation with the School, teachers to serve as supervising teachers while Students are in the District; and

- 2.4. Designate a District employee to meet periodically with School representatives to discuss this agreement and related issues.
- 2.5. Ensure Students have completed and passed background checks including fingerprinting as required by California Education Code section 45125.1.
- 2.6. Allocate time for identified district employee serving as a mentor teacher to attend and participate in university provided professional development throughout the school year (10 hours total) to support their role as mentor teachers. This professional development does not need to occur annually – just during the initial year of participation and then as needed over time.
- 2.7. Assure that district employees assigned to be mentor teachers have a minimum of three years teaching experience and are considered exemplary teachers. Mentor teachers should provide regular and ongoing support and feedback to assigned student teachers (5 hours a week). This support can include observations, co-teaching, co-planning, providing in person or written feedback, reviewing student work, and other forms of collaboration with the student teacher.
3. University Performance. The School shall:
 - 3.1. Provide the District with the names of faculty members participating under the terms of this agreement and responsible for the activities of the Students;
 - 3.2. Provide Students' names and their assignments to the District sufficiently in advance to allow for convenient planning of schedules and participation in beneficial District activities;
 - 3.3. Designate a faculty member to meet periodically with District representatives to discuss this agreement and related issues; and
 - 3.4. Through procedures established by mutual agreement, furnish those education materials, equipment, and supplies deemed necessary for instruction that are not customarily provided by the District.
 - 3.5. Ensure faculty members have completed and passed background checks including fingerprinting as required by California Education Code section 45125.1.
4. Term. The term of this agreement shall be from September 1, 2019 through August 31, 2024.
5. Financial Obligations. Neither party shall have any financial obligation to the other party under the terms of this agreement.
6. Indemnification. The parties shall defend, indemnify, and hold one another, their officers, employees, and agents, harmless from and against any and all liability, loss, expense, attorneys' fees, or claims for injury or damages arising out of or in connection with this agreement, but only in proportion to and to the extent such liability, loss, expense, attorney's fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the indemnifying party, its officers, agents or employees.
7. University Insurance. University warrants that it shall maintain, during the term hereof, a program of self-insurance combining the coverages and minimum limits described in the following subsections. University shall provide District with a certificate of self insurance

evidencing the insurance requirements. Certificate(s) shall name District as an additional insured under 6.1 and 6.2 below, and obligate the University to notify District at least thirty (30) days prior to and policy modification, change, or cancellation.

7.1 Commercial General Liability Insurance.

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| a. General Aggregate | \$5,000,000 |
| b. Products, Completed Operations Aggregate | \$5,000,000 |
| c. Personal and Advertising Injury | \$1,000,000 |
| d. Each Occurrence | \$1,000,000 |

7.2. Business Auto Liability. University shall maintain business automobile liability insurance for owned, scheduled, non-owned, or hired automobiles with a combined single limit of no less than \$1,000,000 per occurrence.

7.3. Workers' Compensation. University shall maintain workers' compensation insurance as required by California law.

8. District Insurance. District warrants that it shall maintain, during the term hereof, a program of self-insurance combining the coverages and minimum limits described in the following subsections. District shall provide University with a certificate of self insurance evidencing the insurance requirements. Certificate(s) shall name The Regents of the University of California as an additional insured under 7.1 and 7.2 below, obligate the District to notify University at least thirty (30) days prior to cancellation of or changes in any of the required insurance and include a provision that the coverage will be primary and will not participate with nor be excess to any valid and collectible insurance program of self-insurance carried or maintained by the University. Premiums on all insurance policies shall be paid directly by the District.

8.1. Commercial General Liability Insurance.

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|---|-------------|
| a. General Aggregate | \$5,000,000 |
| b. Products, Completed Operations Aggregate | \$5,000,000 |
| c. Personal and Advertising Injury | \$1,000,000 |
| d. Each Occurrence | \$1,000,000 |

8.2. Business Auto Liability. District shall maintain business automobile liability insurance for owned, scheduled, non-owned, or hired automobiles with a combined single limit of no less than \$1,000,000 per occurrence.

8.3. Workers' Compensation. District shall maintain workers' compensation insurance as required by California law.

9. Student Status. In connection with Workers' Compensation, it is understood:

- 9.1 The University and District are responsible for only the actions of their respective officers, agents, and employees;
- 9.2 Students assigned to District are not employees of the District or members of the District's organized staff; and
- 9.3 District does not assume any liability under any laws or otherwise on account of any act of such Student in performing services, receiving training or clinical

experience, or traveling to or from the District or other activities carried on in pursuance of this Agreement.

10. Use of University's Name. District shall not use the name or mark of University in any form or manner in advertisements, reports, or other information released to the public without the prior written approval of University.
11. Termination. This agreement may be terminated by either party upon ten days written notice to the other party.
12. Notices. Notices shall be directed to the appropriate parties at the following addresses:

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| UNIVERSITY Steven Kobayashi Business & Revenue Contracts University of California, Davis One Shields Avenue Davis, CA 95616 Email: stkobayashi@ucdavis.edu | DISTRICT John A. Bowes Superintendent Davis Joint Unified School District 526 B Street Davis, CA 95616 Email: jbowes@djud.net |
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13. Amendment. No change in any term or condition of this agreement shall become effective unless by amendment in writing signed by both parties.
14. Entire Agreement. This agreement constitutes the entire understanding of the parties respecting the subject matter hereof and supersedes any prior understanding or agreement between them, written or oral, regarding the same subject matter.

AGREED:

DAVIS JOINT
UNIFIED SCHOOL DISTRICT

THE REGENTS OF THE
UNIVERSITY OF CALIFORNIA

By: _____
(authorized signature)

By: _____

Print name: _____

Steven Kobayashi
Associate Director
Procurement & Contracting Services
UC Davis Contracting Services

Title: _____

Date: _____

Date: _____