

UNIVERSITY OF IDAHO CONTRACT
Agreement for Cooperation in a California Student Teaching Experience Program
2020-2023 Academic Years

This contract made and entered into by and between the **Board of Regents of the University of Idaho** (“University”) and the **Davis Joint Unified School District**, (“District”).

WITNESSETH: That the University and the District, hereby agree jointly:

1. To cooperate in the development of a clinical experience program in the District, subject to the provisions below;
2. To select mentor teachers for the placement of student interns on the basis of criteria mutually agreed upon by the official representatives of the District, and the official representative of the University. Criteria include a minimum of three years of certified, contracted experience in the discipline for which the student teacher seeks certification, effective professional practice and evidence of dispositions of a professional educator as recommended by building or district leadership, experienced success teaching linguistically and ethnically diverse students, and a commitment to mentor, co-plan, co-assess, and co-teach with the student teacher;
3. To assign student interns on the basis of criteria mutually agreed upon by the official representatives of the District, and official representative of the University;
4. That the District reserves the right to determine the number of student interns selected for placement in the District during any term;
5. That the District will make available to student interns the activities in which any teacher might be expected to participate as a teacher in a school and community, namely: classroom teaching, extra-class activities, pupil guidance and counseling, administrative relationships, intra-school faculty activities, community relationships, and professional self-growth activities;
6. That mentor teachers will perform such services for the student intern programs as are mutually deemed necessary by the official representative of the District and the official representative of the University;
7. That the University will assign a college faculty member or other approved professional to serve as supervisor of student interns in the district; such person will be responsible for coordinating services of the University including the orienting and advising of cooperating teachers regarding the clinical experience program, and the supervision of student interns on a regularly scheduled basis;
8. That students follow the school calendar of the District during the period of time assigned to internships;

9. That students completing the internship may serve as a substitute teacher for their mentor teacher for three days during the second half of the full-time semester internship or during the semester-long internship with the concurrence of the mentor teacher, building principal and University supervisor provided they meet the District requirements for substitute teaching; the District may provide compensation at the substitute rate of pay at their discretion.
10. That evaluation of the student teacher and intern performance for purposes of the college grade and the institutional record shall be made by the University supervisor in consultation with the mentor teacher; further, that the mentor teacher provide the University with an evaluation of the performance of the student intern;
11. That University student interns are expected to comply with all rules and regulations of the District while serving in the District;
12. That student teachers are responsible for obtaining a pre-residency certificate clearance (including background check) and provide a copy of that clearance to the District prior to beginning their student teaching internship;
13. That the University has been authorized by the Professional Educator Standards Commission to place candidates in California districts for field experiences;
14. That the student intern provide professional liability insurance coverage with limits of coverage that satisfy the District's requirements unless the internship is with an Idaho district where pursuant to Idaho Code 33-1201, students serving in a practicum, internship or student teaching position in the state of Idaho and under the supervision of a person certificated pursuant to Idaho Code 33-1201, shall be accorded the same liability insurance coverage by the school district being served.
15. That student interns are not employees, agents, or assigns of the University or the District.
16. That Subject to the limits of liability specified in Idaho Code 6- 901 through 6-929, known as the Idaho Tort Claims Act, the University shall indemnify the District and its governing board, employees, agents and assigns harmless from and/or against any and all claims, damages, and liabilities (including reasonable attorney's fees) that may be suffered or incurred and that arise as a direct result of and which are caused by the University's wrongful acts or omissions in the performance of this Agreement. This indemnification does not apply when such claims, damages, and liabilities are the result of negligent acts, errors, omissions or fault on the part of (i) the District, its agents, or its assigns, (ii) any student, intern, or any other person who is not an employee of the University, or (iii) when the claim or suit is made against the District by the University.

The District shall promptly notify the University of Idaho Office of Risk Management, 875 Perimeter Drive MS 2285, Moscow, ID 83844-2285 of any such claim of which it has knowledge and shall cooperate fully with the Institution or its representatives in the defense of the same.

The University's liability coverage is provided through a self-funded liability program administered by the Idaho Bureau of Risk Management. Limits of liability, and this indemnification, are \$500,000 Combined Single Limits, which amount is the Institution's limit of liability under the Idaho Tort Claims Act and this Agreement.

That Subject to the limits of liability specified in Idaho Code 6- 901 through 6-929, known as the Idaho Tort Claims Act, the District shall indemnify and hold the University and its governing board, employees, agents, and assigns harmless from and/or against any and all claims, damages, and liabilities (including reasonable attorney's fees) that may be suffered or incurred and that arise as a direct result of and which are caused by the District's wrongful acts or omissions in the performance of this Agreement.

This indemnification does not apply when such claims, damages, and liabilities are the result of negligent acts, errors, omissions or fault on the part of (i) the University and its governing board, employees, agents, or its assigns, (ii) any student, intern, or any other person who is not an employee of the District, or (iii) when the claim or suit is made against the University by the District. The University shall promptly notify the District of any such claim of which it has knowledge and shall cooperate fully with the District or its representatives in the defense of the same.

- 17. The University's obligations and liabilities hereunder are subject to the appropriation of funds from the State of Idaho, which appropriation shall be in the State of Idaho's sole discretion, from revenues legally available to the Institution for the ensuing fiscal year for the purposes of this Agreement.
- 18. That the Clinical Experience Program each year shall be evaluated under the direction of the official representative of the District and the Director of Clinical Experiences of the University;
- 19. That the District agrees that it does not discriminate on the basis of race, color, religion, sex, age, sexual orientation, national origin, or handicap.

IN WITNESS WHEREOF: The parties have caused this agreement to be executed as required by their respective governing boards.

**Davis Joint Unified School District
Davis, California**

Date _____ BY _____
Signature

Please type or print:

Bruce E. Colby
Name

Chief Business Officer
Title (Superintendent or President, Board of Education or designated representative)

University of Idaho
Moscow, Idaho

Date _____ BY _____
Signature, For the Board of Regents of the University of Idaho

The University of Idaho does not discriminate on the basis of race, color, national origin, religion, sex, age, disability, or status as a Vietnam-era veteran, as each of these bases is defined by law, in employment of, in admission to, or the operation of its educational programs and activities, as proscribed by titles VI and VII of the Civil Rights Act of 1964, title IX of the Education Amendments of 1972, Executive Order 11246 as amended, the Rehabilitation Acts of 1973, the Vietnam Era Veterans' Readjustment Assistance Act of 1974, the Age of Discrimination Acts of 1974 and 1975, and other federal and state laws and regulations. Inquiries concerning the application of these laws and regulations to the University may be directed to the University's Affirmative Action Office or to the director, Office for Civil Rights, U.S. Department of Health, Education, and Welfare, Washington, D.C. 20201.