

**STUDENT TEACHER AGREEMENT
BETWEEN
RIVERSIDE UNIFIED SCHOOL DISTRICT
AND
THE REGENTS OF THE UNIVERSITY OF CALIFORNIA,
ON BEHALF OF
THE UNIVERSITY OF CALIFORNIA, RIVERSIDE
(THE GRADUATE SCHOOL OF EDUCATION)**

THIS AGREEMENT is made and entered into this 15th day of July, 2003 in the State of California, by and between the Riverside Unified School District (the "DISTRICT") and The Regents of the University of California, on behalf of the University of California, Riverside (the "COLLEGE").

WITNESSETH

WHEREAS, COLLEGE provides approved teacher training programs in teaching, education and/or a related field which require practice teaching or field experiences for students enrolled in these programs (the "STUDENTS"); and

WHEREAS, DISTRICT has schools suitable for the practice teaching and field experience needs of the COLLEGE training programs.

WHEREAS, it is to the benefit of both DISTRICT and COLLEGE that STUDENTS have opportunities for practice teaching and field experience to enhance their capabilities as practitioners.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

I. TERM

This Agreement shall become effective as of July 1, 2002 and shall continue in effect until June 30, 2006.

II. TERMINATION

A. Notwithstanding anything to the contrary stated in this Agreement, either party may terminate this Agreement for convenience upon thirty (30) days' written notice.

1. In the event DISTRICT chooses to terminate the Agreement in accordance with Article II.A., any STUDENTS training at DISTRICT schools when DISTRICT gives notice may continue to train until the end of the STUDENT'S current semester or quarter.

B. This Agreement may be terminated 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.

III. STUDENTS: SUPERVISION AND ASSIGNMENT

A. DISTRICT shall provide to STUDENTS practice teaching and field experience in its schools. Such practice teaching and field experience shall be provided under the direct

supervision and instruction of such employees of the DISTRICT, as the DISTRICT and the COLLEGE may agree upon through their duly authorized representatives.

B. COLLEGE will plan with DISTRICT, in advance, its schedule of student assignments to designated schools, including dates and number of STUDENTS.

C. COLLEGE shall provide to DISTRICT a copy of course objectives for the practice teaching and field experience. COLLEGE, together with DISTRICT, will make arrangements for evaluating the practice teaching and field experience. COLLEGE will assign a faculty supervisor who will collaborate with DISTRICT'S site supervisor for such purposes. For purposes of this Agreement, the term "site supervisor" shall be defined as the DISTRICT educator who has been assigned to supervise STUDENT.

D. DISTRICT may, for good cause, refuse to accept any STUDENT assigned to train in the DISTRICT.

E. DISTRICT may, at any time, discontinue the DISTRICT practice teaching and field experience assignment of a STUDENT upon notification to COLLEGE. Such dismissal shall not be arbitrary or unreasonable. STUDENTS shall be instructed by COLLEGE to promptly and without protest leave an area whenever they are requested to do so by an authorized DISTRICT representative.

F. STUDENTS shall be subject to the rules, regulations and policies of DISTRICT and COLLEGE, including recognizing the confidential nature of information regarding pupils and their records, and performance during emergency conditions.

G. STUDENTS assigned to DISTRICT shall be in good standing with COLLEGE, and, if they successfully complete their training at DISTRICT, shall receive academic credit for successfully completing their training at the DISTRICT.

H. STUDENTS shall not be deemed to be employees or agents of DISTRICT at any time, they are volunteers.

I. No STUDENT shall replace an employee of DISTRICT nor cause a DISTRICT employee's hours to be reduced.

IV. COMPENSATION

A. _____ Neither party to this Agreement shall be obligated to pay any monetary compensation to the other, and DISTRICT shall have no obligation to pay monetary compensation or benefits to STUDENTS.

_____/_____(please initial)
District College

B. _____ To help defray costs associated with the placement of STUDENTS serving as student teachers at DISTRICT, COLLEGE shall pay \$_____ per STUDENT upon completion of STUDENT'S assignment at DISTRICT'S school, or at such other time as the parties mutually agree in writing.

_____/_____(please initial) District College

C. In the event of the termination of the Agreement in accordance with Article II, there shall be no reimbursement by DISTRICT of compensation earned.

V. NON-DISCRIMINATION

Neither party to this Agreement shall employ discriminatory practices in its performance hereunder which are prohibited by law, including but not limited to, discrimination on the basis of ethnicity, religion, sex, sexual orientation, national origin, ancestry, age or disability.

VI. OBLIGATION OF COLLEGE

A. COLLEGE shall be responsible for the selection, testing, placement and grading of STUDENTS placed with DISTRICT.

B. COLLEGE shall provide STUDENTS instruction required by COLLEGE'S program.

C. COLLEGE shall determine the required number of hours of DISTRICT experience for STUDENTS at DISTRICT. The selection of times, days and classes for individual STUDENTS shall be made by the STUDENT in concurrence with appropriate DISTRICT personnel and the STUDENT'S instructor from COLLEGE. All plans for observation and/or DISTRICT experience at DISTRICT shall be subject to the approval of DISTRICT, which approval shall not be unreasonably withheld.

D. COLLEGE shall provide orientation to all STUDENTS and ensure that all STUDENTS receive teaching instruction (or appropriate instruction) and have necessary skills prior to the practice teaching or field experience at DISTRICT.

F. COLLEGE shall provide a written statement showing that STUDENTS that COLLEGE will assign to DISTRICT have been fingerprinted and that such fingerprints have been sent to the California Department of Justice for review and comments that no STUDENT has ever been convicted of a felony. Please see Exhibit "A" for a copy of the form to be used.

G. COLLEGE shall provide a copy (in any form or media) of this AGREEMENT to STUDENTS that COLLEGE will assign to DISTRICT. COLLEGE shall obtain from STUDENTS and forward to DISTRICT an acknowledgement that STUDENTS have received a copy of this AGREEMENT and that STUDENTS acknowledge that their exclusive remedy from DISTRICT for industrial injury or illness is the DISTRICT'S Workers' Compensation Insurance Program operated in accordance with the Workers' Compensation Insurance and Safety Act of the State of California as amended from time to time. Please see Exhibit "B" for a copy of the form to be used.

VII. OBLIGATION OF DISTRICT

A. DISTRICT shall retain ultimate control of STUDENTS in the practice teaching and field experience environment.

B. DISTRICT shall provide STUDENTS such experience and observational opportunities as are of educational value.

C. DISTRICT shall make its best efforts to provide adequate classroom and conference room space.

D. DISTRICT shall permit the use of its parking facilities and cafeteria facilities by STUDENTS and COLLEGE instructors in DISTRICT-approved manners and during DISTRICT-approved times.

E. DISTRICT shall provide emergency care and first-aid treatment to STUDENTS needing such care but shall not be obligated to furnish any other medical or surgical services to

any STUDENT. DISTRICT may, upon request, require that any STUDENT returning from an absence caused by illness or injury be cleared by a physician.

F. DISTRICT shall cover STUDENTS under the DISTRICT'S Workers' Compensation Insurance Program operated in accordance with the Workers' Compensation Insurance and Safety Act of the State of California as amended from time to time. This shall be the exclusive remedy from DISTRICT for industrial injury or illness to STUDENT while STUDENT is performing under the terms of this Agreement.

VIII. INDEMNIFICATION

A. DISTRICT shall defend, indemnify and hold COLLEGE, its officers, employees and agents harmless from and against any and all liability, loss, expense (including reasonable attorney's 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, agents, or employees.

B. COLLEGE 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 COLLEGE its officers, agents, or students.

IX. INSURANCE

A. COLLEGE, at its sole cost and expense, shall insure its activities in connection with this Agreement by maintaining programs of self-insurance as follows:

1. General Liability Self-Insurance Program with a limit of not less than \$1,000,000 per occurrence.
2. Business Automobile Liability Self-Insurance Program for Owned, Scheduled, Non-Owned or Hired Automobiles with a combined single limit of not less than \$1,000,000 per occurrence.
3. Workers' Compensation as required under California State law.
4. Such other insurance in such amounts which from time to time may be reasonably required by the mutual consent of COLLEGE and DISTRICT against other insurable risks relating to performance of this Agreement.

It should be expressly understood, however, that the coverages and limits required under this Section IX (A) shall not in any way limit the liability of COLLEGE.

The coverages referred to under (1) and (2). of this Section IX (A) shall include DISTRICT as an insured. Such a provision, however, shall only apply in proportion to and to the extent of the negligent acts or omissions of COLLEGE, its officers, agents, or employees. COLLEGE, upon the execution of this Agreement, shall furnish DISTRICT with Certificates of Insurance evidencing compliance with all requirements. Certificates shall provide for thirty (30) days advance written notice to DISTRICT of any material modifications, change or cancellation of the above insurance coverages.

B. DISTRICT, at its sole cost and expense, shall insure its activities in connection with this Agreement by maintaining programs of self-insurance as follows:

1. General Liability Self-Insurance Program with a limit of not less than \$1,000,000 per occurrence.
2. Business Automobile Liability Self-Insurance Program for Owned, Scheduled, Non-Owned or Hired Automobiles with a combined single limit of not less than \$1,000,000 per occurrence.
3. Workers' Compensation as required under California State law.
4. Such other insurance in such amounts which from time to time may be reasonably required by the mutual consent of DISTRICT and COLLEGE against other insurable risks relating to performance of this Agreement.

It should be expressly understood, however, that the coverages and limits required under this Section IX (B) shall not in any way limit the liability of DISTRICT.

The coverages referred to under (1) and (2). of this Section IX (B) shall include COLLEGE as an insured. Such a provision, however, shall only apply in proportion to and to the extent of the negligent acts or omissions of DISTRICT, its officers, agents, or employees. District, upon the execution of this Agreement, shall furnish COLLEGE with Certificates of Insurance evidencing compliance with all requirements. Certificates shall provide for thirty (30) days advance written notice to COLLEGE of any material modifications, change or cancellation of the above insurance coverages.

X. NOTICES

Any notice required or permitted to be given pursuant to this Agreement shall be in writing and shall be served by personal service or registered mail. When served by registered mail, service shall be conclusively deemed effective (3) days after deposit thereof in the United States mail, postage prepaid, addressed to the party to whom such notice is to be given as herein provided:

- A. Notice to DISTRICT shall be addressed and mailed as follows:

Riverside Unified School District
6050 Industrial Avenue
Riverside, CA 92504
Attn: Deputy Superintendent Business Services and Governmental Relations

- B. Notice to COLLEGE shall be addressed and mailed as follows:

University of California, Riverside
Sproul Hall 1207
Riverside, California 92521-0128
Attn: Dean, Graduate School of Education

XI. ENTIRE AGREEMENT

This Agreement supersedes any previous or contemporaneous oral or written proposals, statements, discussions, negotiations, or other agreements. The parties acknowledge that they have not been induced to enter into this Agreement by any oral or written representations or

statements not expressly contained in this Agreement. This Agreement may be modified, or any provision waived, only in writing signed by the parties.

XII. INDEPENDENT CONTRACTOR STATUS

None of the provisions of this Agreement are intended to create nor shall be deemed or construed to create any relationship between DISTRICT and COLLEGE other than that of independent entities contracting with each hereunder, solely for the purpose of effecting the provisions of this Agreement. Neither of the parties hereto nor any of their respective officers, directors or employees shall be construed to be the agent, employer or representative of the other except as provided herein. Neither party is authorized to speak on behalf of the other for any purpose whatsoever without the prior consent in writing of the other.

XIII. AUTHORIZATION WARRANTY

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

B. DISTRICT hereby represents and warrants that the person executing this Agreement for 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.

XIV. COOPERATION IN DISPOSITION OF CLAIMS

DISTRICT and COLLEGE 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 COLLEGE to disclose any peer review documents, records or communications which are privileged under Section 115 7 of the California Evidence Code, under the Attorney-Client Privilege or under Attorney Work-Product Privilege.

XV. 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.

XVI. 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.

XVII. GOVERNING LAW

This Agreement will be governed by the laws of the State of California and shall in all respects be interpreted, enforced, and governed by California laws.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of that date first appearing hereinabove, and this Agreement shall become effective as of that commencement date specified in Paragraph 1.

UNIVERSITY OF CALIFORNIA, RIVERSIDE

RIVERSIDE UNIFIED SCHOOL DISTRICT

By: _____

By: _____

Printed Name: _____

Printed Name: Michael H. Fine

Title: _____

Title: Deputy Superintendent

Date: _____

Date: _____

EXHIBIT "A"

COLLEGE FINGERPRINTING REQUIREMENTS

COLLEGE CERTIFICATION

With respect to the Agreement dated July 15, 2003 by and between the Riverside Unified School District ("District") and The University of California, Riverside ("College") for the provision of student teachers and student field experience, College hereby certifies to the District's governing board that it has completed the criminal background check requirements of Education Code Section 45125.1 and that none of its students that may come in contact with District pupils have been convicted of a violent felony listed in Penal Code Section 667.5(c) or a serious felony listed in Penal Code Section 1192.7(c).

College's Representative

Date

EXHIBIT "B"

STUDENT ACKNOWLEDGEMENT OF RIGHTS AND RESPONSIBILITIES

With respect to the Agreement dated Jul 15, 2003 by and between the Riverside Unified School District ("District") and The University of California, Riverside ("College") for the provision of student teachers and student field experience:

1. College hereby certifies to the District's governing board that it has provided a copy of the Agreement referenced above to applicable students; and
2. Student hereby acknowledges receipt of such copy; and
3. Student hereby acknowledges that their exclusive remedy from DISTRICT for industrial injury or illness suffered as a result of the opportunities the District has voluntarily extended for practice teaching and field experience to enhance the Student's capabilities as practitioners is the District's Workers' Compensation Insurance Program operated in accordance with the Workers' Compensation Insurance and Safety Act of the State of California as amended from time to time.

College's Representative

Date

Student

Date