

**TEACHER PREPARATION PROGRAM AGREEMENT
BY AND BETWEEN
THE REGENTS OF THE UNIVERSITY OF CALIFORNIA
AND
SCHOOL DISTRICT**

This Agreement is made and entered into this 3rd day of April, 2019 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 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, 2022. 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 INTERN TEACHERS

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.

- A. DISTRICT and UNIVERSITY shall coordinate the process of placement of Intern Teachers.
- 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 Intern Teacher's employment and placement by DISTRICT.
- D. 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.
- E. 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 INTERN TEACHERS

- A. UNIVERSITY shall provide Site Supervisors (University Mentors) for all Intern Teachers. 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 (Univeristy Mentor) shall visit Intern Teachers 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 intern at the classroom level and in collaboration with the UNIVERSITY'S Site Supervisors. An an employee, the intern will also be supervised by the school site's principal or assistant principal, unless designated otherwise.

IV. CONDITIONS OF INTERN EMPLOYMENT

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.

V. SELECTION AND QUALIFICATIONS OF SUPERVISORS/MENTORS

- A. DISTRICT and UNIVERSITY shall each provide a qualified supervisor to assist the Intern Teacher. 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 Intern Teacher at the classroom level and in collaboration with the UNIVERSITY'S Supervisors (University Mentors). An an employee, the intern will also be supervised by the school site's principal or assistant principal, unless designated otherwise.
- C. DISTRICT shall assign a Mentor (Cooperating Teacher) to the Intern Teacher prior to assuming daily teaching responsibilities. DISTRICT shall select and evaluate such Mentor (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.
- D. UNIVERSITY shall provide Supervisors (University Mentors) for all Intern Teachers (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.

VI. TIMING AND HOURS OF SUPERVISION OF INTERN TEACHERS

- A. The COMMISSION 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 (See Tables 1-5 below).
- B. 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.
- C. UNIVERSITY Supervisors (University Mentors) shall visit Intern Teachers, in the intern environment, a minimum of once every two. 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 (per COMMISSION PSA 13-06, Appendix B, See Exhibit 2).
- D. DISTRICT shall provide sufficient resources including the identification of protected time for the DISTRICT Mentor (Cooperating Teacher) to work with Intern Teachers during the school day to include clearly defined expectations for type and frequency of mentoring.

| Table 1: UC Merced Education Programs Supervisor Non-English Learner-Specific Support (COMMISSION requires 144 hour minimum) | | | |
|--|----------------|------------------------------|--------------------------|
| Approved Activities (per COMMISSION PSA 13-06, Appendix B, See Exhibit 2) | Hours per Week | Hours per Semester | Hours per Year |
| Courses | 9 | 135 | 270 |
| Bi-weekly visits | 1 | 15 | 30 |
| Total estimated base hours | | | 300 |
| Table 2: District Mentor Non-English Learner-Specific Support (COMMISSION requires 144 hour minimum) | | | |
| Approved Activities (per COMMISSION PSA 13-06, Appendix B, See Exhibit 2) | Hours per Week | Estimated Hours per Semester | Estimated Hours per Year |
| Weekly meetings | 1 hour | 15 | 30 |
| Other (See Exhibit 2) | TBD* | TBD* | TBD* |
| Total estimated base hours | TBD* | TBD* | TBD* |
| Table 3: UC Merced Education Programs Supervisor English Learner-Specific Support (COMMISSION requires 45 hour minimum for interns without English Learner Authorization) | | | |
| Approved Activities (per COMMISSION PSA 13-06, Appendix B, See Exhibit 2) | Hours per Week | Hours per Semester | Hours per Year |
| Courses | TBD* | TBD* | TBD* |
| Biweekly visits | TBD* | TBD* | TBD* |
| Other (See Exhibit 2) | TBD* | TBD* | TBD* |
| Total estimated base hours | TBD* | TBD* | TBD* |

| Table 4: District Mentor English Learner-Specific Support (COMMISSION requires 45 hour minimum for interns without English Learner Authorization) | | | |
|--|----------------|------------------------------|--------------------------|
| Approved Activities (per COMMISSION PSA 13-06, Appendix B, See Exhibit 2) | Hours per Week | Estimated Hours per Semester | Estimated Hours per Year |
| Weekly meetings | TBD* | TBD* | TBD* |
| Other (see Exhibit 2) | TBD* | TBD* | TBD* |
| Total estimated base hours | TBD* | TBD* | TBD* |

| Table 5: Calculation of hourly requirements met and additional support needed | | | |
|--|-------------------------|--|------------------------|
| Basic Support & Supervision | Hours (144 required) | English Learner-Specific Support & Supervision | Hours (45 required) |
| UC Merced Supervisor | 270 | UC Merced Supervisor | TBD* |
| District | 30 | District | TBD* |
| Subtotal | 300 | Subtotal | TBD* |
| Minimum Required | 144 | Minimum Required | 45 |
| Additional Support Needed | 0 | Additional Support Needed | 45 |

VII. ROLES AND RESPONSIBILITIES

- A. DISTRICT and UNIVERSITY agree to adhere to the distribution of Intern Teachers support and supervision responsibilities.
- B. DISTRICT agrees to provide protected time for DISTRICT Mentor (Cooperating Teacher) to work with Intern Teachers within the school day. DISTRICT Mentor (Cooperating Teacher) will log all support activities provided for Intern Teachers.
- C. DISTRICT and UNIVERSITY supervisors will meet together regularly with Teacher Candidates to ensure Intern Teachers 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 orientation and training for the DISTRICT Mentor (Cooperating Teacher) and UNIVERSITY Supervisor (University Mentor).
- E. 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.
- F. DISTRICT shall include Intern Teachers in appropriate DISTRICT support programs and regularly scheduled staff development activities.

| Table 6: Distribution of Responsibilities for Support and Supervision | | | |
|---|---------------|-------------------|-----------------|
| RESPONSIBILITY | SHARED | UNIVERSITY | DISTRICT |
| Formative Assessment of Intern Teachers based on Teaching Performance Expectations (TPEs) or other appropriate standard | X | | |
| Orientation and training of DISTRICT Mentor (Cooperating Teacher) | | X | |
| Professional Development Plan for Intern Teacher | | | X |
| Include Intern Teacher in appropriate support programs and professional development activities | | | X |

VIII. PREPARATION TO TEACH ENGLISH LEARNERS

- A. DISTRICT and UNIVERSITY shall provide 45 hours of additional mentoring and supervision to Intern Teachers who enter the program without either a valid English Learner Authorization (ELA) listed on a previously issued multiple subject, single subject, or education specialist teaching credential; a valid English Learner, Crosscultural, Language, and Academic Development (CLAD) authorization; or a valid Bilingual, Crosscultural, Language, and Academic Development (BCLAD) authorization.
- B. 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).
- C. 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. 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. 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 8: Distribution of Responsibility for COMMISSION Required Hours of English Learner Support | | | |
|---|---------------|-------------------|-----------------|
| RESPONSIBILITY | SHARED | UNIVERSITY | DISTRICT |
| 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 |
|--|--|--|---|

IX. COMMUNICATION AND COLLABORATION

DISTRICT and UNIVERSITY shall work collaboratively together to provide the necessary support to the Intern Teacher 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 Intern Teacher 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. 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. 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.

X. INTERN ADVISORY COMMITTEE AND PROGRAM EVALUATION

- 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.

XI. 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.

XII. RIGHTS AND RESPONSIBILITY OF INTERN TEACHERS

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.

XIII. SITE SUPERVISOR RESPONSIBILTY 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.

XIV. FINGERPRINTING/CRIMINAL BACKGROUND INVESTIGATION CERTIFICATION

Intern Teachers 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.

XV. TUBERCULOSIS CERTIFICATION

Intern Teachers 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 Intern Teachers 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.

XVI. 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.

XVII. 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.

XVIII. 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.

XIX. 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:

B. If to UNIVERSITY:

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

XX. 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.

XXI. 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.

XXII. 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.

XXIII. 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.

XXIV. 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.

XXV. 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.

XXVI. ASSIGNMENT

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

XXVII. 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.

XXVIII. 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.

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

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|---|---|
| <p>SCHOOL DISTRICT</p> <p>_____</p> <p>Authorized Signature</p> <p>_____</p> <p>Name (Printed or Typed)</p> <p>_____</p> <p>Title</p> <p>_____</p> <p>Date</p> | <p>THE REGENTS OF THE UNIVERSITY OF CALIFORNIA</p> <p>_____</p> <p>Authorized Signature</p> <p>_____</p> <p>Name (Printed or Typed)</p> <p>_____</p> <p>Title</p> <p>_____</p> <p>Date</p> |
|---|---|