

**INTERN TEACHER/COUNSELOR AGREEMENT  
BETWEEN  
UNIVERSITY AND SAN FRANCISCO UNIFIED SCHOOL DISTRICT**

THIS INTERN TEACHER/COUNSELOR AGREEMENT (“Agreement” as defined below), dated for convenience **June 16, 2021**, is entered into by and between California State University, Long Beach (“University”) and the San Francisco Unified School District (“District” or “SFUSD”) (collectively, the “parties”), and details the responsibilities of the parties with regard to such program.

**RECITALS**

WHEREAS, pursuant to the provisions of the California Education Code, the governing board of a school district is authorized to enter into an agreement with a teacher and counselor education institution that is approved by the California Commission on Teacher Credentialing as such, to provide intern teacher and counselor placements to students enrolled in the teacher or counselor training curricula of such institution; and

WHEREAS, University represents that it is approved by the Commission on Teacher Credentialing as a teacher and counselor education institution;

NOW THEREFORE, the District and University enter into this Agreement to provide an intern teacher or intern counselor program through which University students who are enrolled in a corresponding University program (“University Interns”), may be employed in District public schools as an intern teacher or intern counselor, as detailed herein. The following shall also be attached to this Agreement: Insurance documentation pursuant to Section 11 (“University Insurance”) herein.

**1. INCORPORATION OF RECITALS**

The parties understand and agree that the recitals set forth above are terms of this Agreement, and are fully incorporated herein by this reference.

**2. PURPOSE**

The purpose of this Agreement is to delineate the roles and responsibilities of University and District with regard to an intern teacher and intern counselor program (“Intern Teacher and Intern Counselor Program” or “Program”) in the District thorough which University Interns may be employed by the District as an intern teacher or intern counselor, as detailed herein.

University and District should follow CTC Educator Preparation guidelines for an accredited Alternative Certification internship program including: candidate pre-service hours and entry requirements, preparation and training, increased support and supervision hours as determined by the California Commission on Teacher Credentialing regulations approved by the Office of Administrative Law on February 5, 2014 (CTC coded correspondence 14-04, dated March 11, 2014) and in accordance with CTC Program Sponsor Alert 13-06 program revisions, dated June 3, 2013.

**3. TERM; EFFECTIVE DATE; TERMINATION**

- a. The term of this Agreement shall be for the **2021-2022, 2022-2023, and 2023-2024** school year(s). This Agreement shall be effective upon approval by the Board of Education and execution by the duly authorized representatives of the parties.
- b. This Agreement may be terminated at any time by the mutual agreement of the parties by written instrument executed and approved in the same manner as this Agreement. In the alternative, this Agreement may be terminated by either party upon thirty (30) days prior written notice to the other party, pursuant to Section 31 (“Notice to Parties”). Neither such termination shall be deemed to be a breach of this Agreement. In no event shall termination take effect with respect to currently placed University Interns, who shall be permitted to complete their placements for the then-current District fiscal year in which this Agreement is terminated under this Section, unless such placement is otherwise terminated as provided for in this Agreement.

**4. DEFINITIONS**

- a. "Counseling" and "Counselor" (whether capitalized or lower case) as used herein and elsewhere in this Agreement means active participation in the duties and functions of school counseling under the supervision and instruction of employees of District holding valid PPS credentials issued by the State Board of Education and/or the Commission on Teacher Credentialing, other than emergency or provisional credentials, authorizing them to serve as school counselors employed in the schools and classes of District.
- b. "Teaching" and "Teacher" (whether capitalized or lower case) as used herein and elsewhere in this Agreement means active participation in the duties and functions of classroom teaching under the supervision and instruction of employees of District holding valid teaching credentials issued by the State Board of Education and/or the Commission on Teacher Credentialing, other than emergency or provisional credentials, authorizing them to serve as classroom teachers employed in the schools and classes of District.

**5. DISTRICT AND UNIVERSITY RESPONSIBILITIES**

- a. District shall provide placements for University Interns who possess valid certificates of clearance and have been approved by University to teach in the schools and classes of District, not to exceed thirty (30) students.
- b. District shall assign appropriately credentialed District employees to serve as Coaches to University Interns placed in the District in the Intern Teacher and Intern Counselor Program pursuant to this Agreement.
- c. District shall employ University Interns approved by University to be placed in the District in full-time paid positions as classroom teachers (Intern Teachers) during the term of their employment. Placements for University Interns employed in full-time paid positions as Intern Teachers in the District It is expressly understood and agreed that, during the term of such employment, Intern Teachers shall be employees of District and District shall be solely responsible for state and federal tax withholding, workers' compensation, unemployment compensation, and any other employee benefits, statutory or otherwise.
- d. The District shall ensure the intern is placed in a position that matches the identified subject matter competency area and grade level.
- e. The District will identify a mentor or other designated individual who meets the Commission's specified criteria (per Coded Correspondence 14-04) prior to an intern assuming daily teaching responsibilities.
- f. The parties will jointly ensure that a minimum of 144 hours of general support, mentoring and supervision is provided to each intern teacher each school year, including coaching, modeling, and demonstrating within the classroom; assistance with course planning; and problem-solving regarding students, curriculum, and development of effective teaching methodologies. A minimum of two hours of support, mentoring and supervision must be provided to an intern teacher every five instructional days.
- g. The parties will provide an additional 45 hours of support, mentoring and supervision specific to meeting the needs of English learners to any intern teacher who enters the program without a valid English learner authorization listed on a previously issued Multiple Subject, Single Subject, or Education Specialist Teaching Credential or a valid English Learner Authorization or Crosscultural, Language and Academic Development (CLAD) Certificate. The support, 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.
- h. Supervision, evaluation, and instruction of University Interns placed in the District pursuant to this Agreement shall be as District and University may agree through their duly authorized representatives. Such a supervision, evaluation, and instruction agreement may include but is not limited to a 3-way evaluation at the end of each semester of the University Intern's placement in the District. Such 3-way evaluation, if utilized, may include but is not limited to the District administrator, University supervisor, and the University Intern.

**6. ASSIGNMENT; ABSENCES**

- a. The assignment of a University Intern to teach in the schools or classes of District shall be at the discretion of District in collaboration with the University, except as otherwise provided for herein, and shall normally be for a period of two academic years. University may approve University Interns to work in more than one assignment to work in such schools or classes.
- b. District may refuse to accept for placement as an Intern Teacher, any University Intern approved by University to teach or counsel in the District pursuant to this Agreement, and, upon request of District made for good cause in the sole discretion of the District, University shall terminate the assignment of any University Intern to teach or counsel in District pursuant to this Agreement.
- c. The assignment of a University Intern to teach in District shall be deemed effective for the purpose of this Agreement as of the date that the District provides a letter of assignment to work in the District and the Intern Teacher accepts such assignment in writing.
- d. Absences of a University Intern from the assigned placement shall not be counted by University as absences in computing the semester units of a University teacher or counselor.

**7. NON-DISPLACEMENT; SALARY REDUCTION**

- a. University agrees that University Interns may not displace certificated District employees. University acknowledges that District hiring and employment must comply with applicable local union contracts, and to the extent that any terms and conditions of such union contracts may differ from the terms and conditions of this Agreement, the terms and conditions of the union contract shall control.
- b. In accordance with California Education Code section 44462, a University Intern's salary may be reduced by no more than one-eighth (1/8) of its total to pay for supervision.

**8. COMPENSATION**

If University will provide financial compensation to the District or to District Coaches for services rendered pursuant to this Agreement, such compensation shall be detailed in this Section, in the box immediately below. Any such compensation, if provided, shall be in an amount not to exceed the actual cost to the District of services rendered, as determined by the parties. If University will not provide financial compensation for services rendered pursuant to this Agreement, then this Section, in the box immediately below, shall be left blank, which shall signify that the Parties understand and agree that no such compensation shall be provided.

Insert, if applicable, a detailed breakdown of the financial compensation that University shall provide to Master Teachers/Counselors/Administrators pursuant to this Agreement, as well as the method by which such financial compensation shall be made. **...OR, if NO financial compensation shall be provided, then DELETE ALL LANGUAGE IN THIS AREA AND LEAVE THIS AREA BLANK.**

**9. WITHDRAWAL FROM PROGRAM**

The District may, for good cause, terminate the placement of any University Intern placed in the District pursuant to this Agreement, and, upon request of the District made for good cause in the sole discretion of the District, University shall withdraw the assignment of any such University Intern. "Good cause," as used in this Agreement, may include but is not limited to failure to perform satisfactorily, refusal to follow District administrative policies, procedures, rules and regulations, or violation of any federal or state law. The District reserves the right to ban anyone from District facilities when the District finds, in its sole discretion, that the presence of the person poses a threat or disruption to operations.

**10. STATUS OF THE PARTIES**

It is expressly understood and agreed that this Agreement is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture or association between University and District; rather it is an affiliation between independent contractors, these being University and District.

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**11. UNIVERSITY INSURANCE**

- a. Without in any way limiting the University's liability pursuant to the "Indemnification" section of this Agreement, University shall ensure the following insurance amounts and coverage are maintained during the full term of this Agreement:
- 1) Comprehensive/Commercial General Liability Insurance with limits not less than \$1,000,000 (one million dollars) each occurrence and \$2,000,000 (two million dollars) in the aggregate for Bodily Injury, Personal and Advertising Injury, and Property Damage.
  - 2) Professional Liability Insurance with limits not less than \$1,000,000 (one million dollars) each occurrence and \$2,000,000 (two million dollars) in the aggregate, including Products-Completed Operations and Sexual Abuse and Molestation coverage. The Sexual Abuse and Molestation coverage will be waived, in the District's sole discretion, if University Interns will have no contact with, or limited contact with, the District's students in the performance of this Agreement, and University Interns complete and submit Criminal Background Check/Tuberculosis Clearance Certification Forms Affirming limited or no contact with students.
  - 3) Automobile Liability Insurance with limits not less than \$1,000,000 (one million dollars) each accident Combined Single Limit for Bodily Injury and Property Damage, including Owned, Non-Owned and Hired automobiles. A waiver of the Automobile liability insurance requirements may be requested by University through the District's Contracts Office provided that University will not use any automobiles in the performance of this Agreement. The parties understand and agree that the District shall rely upon the representations that the University shall make in any such waiver.
  - 4) Workers' Compensation Insurance, with Employer's Liability limits not less than \$1,000,000 (one million dollars) each accident or disease. A waiver of the workers' compensation insurance requirements may be requested by University through the District's Contracts Office provided that University is a sole proprietor with no employees. The parties understand and agree that the District shall rely upon the representations that the University shall make in any such waiver.
- b. All policies shall be written on an occurrence basis, except as otherwise provided for in this subsection. Coverage may be provided on a claims-made form, provided that the following requirements are met:
- 1) The retroactive coverage date shall be shown, and shall commence before the beginning of any University operations and/or performance under this Agreement.
  - 2) University shall ensure the required coverage is maintained throughout the term of this Agreement and, without lapse, and provide Certificates of Insurance to the District upon request for a period of three (3) years beyond the expiration or termination of this Agreement, such that should occurrences during the Agreement term give rise to claims made after expiration or termination of the Agreement, such claims shall be covered.
  - 3) If coverage is cancelled or non-renewed, and not replaced with another claims-made form with a retroactive date prior to the beginning of any University operations and/or performance under this Agreement, University shall purchase an extended reporting period for a minimum of three (3) years after the expiration or termination of the Agreement.
  - 4) If requested by the District, a copy of the policy's claims reporting requirement, or any other policy documents, shall be provided to the District.
- c. **Comprehensive/Commercial General Liability policy must provide the following:**
- 1) Name as Additional Insured the San Francisco Unified School District, its Board, officers and employees.
  - 2) That such policy is primary and non-contributory to any other insurance available to the Additional Insured, with respect to any claims arising out of this Agreement and that such policies apply separately to each insured against who claim is made or suit is brought, except with respect to the limits of insurance.
- d. University shall provide thirty (30) days advance written notice to the District of cancellation, non-renewal or reduction in coverage to the following office:  
Contracts Office

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135 Van Ness Street, Room 102  
San Francisco, CA 94102

- e. Should any of the required insurance be provided under a form of coverage that includes a general annual aggregate limit or provides that claims investigation or legal defense costs are included in such general annual aggregate limit, such annual aggregate limit shall be double the occurrence or claims limits specified above.
- f. The insurance requirements under this Agreement shall be the greater of (1) the minimum limits and coverage specified in this Agreement, or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the Named Insured. It is agreed that these insurance requirements shall not in any way act to reduce coverage that is broader or that includes higher limits. No representation is made that the minimum insurance requirements stated hereinabove are sufficient to cover the obligations of the University under this Agreement.
- g. Acceptability of Insurers: Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A- VII, unless otherwise acceptable by District and admitted to do business in California, or accepted by the Surplus Lines Association to do business in California. A non-admitted company should have an A.M. Best rating of A- X or higher. Exception may be made for the State Compensation Insurance Fund when not specifically rated. Notwithstanding the foregoing, nothing herein shall prevent University from self-insuring the terms of coverage required herein.
- h. Should any required insurance lapse during the term of this Agreement, requests for payments for services originating after such lapse may not be processed until the District receives satisfactory evidence of reinstated coverage as required by this Agreement, effective as of the lapse date. If insurance is not reinstated, the District may, at its sole option, terminate this Agreement effective on the date of such lapse of insurance.
- i. Before commencing any operations under this Agreement, University must provide the District with the certificates of insurance and additional insured endorsement with insurers satisfactory to the District, evidencing all coverages set forth above, and shall furnish complete copies of policies promptly upon the District's request. University also understands and agrees that the District may withhold payment for services performed for any violations of the insurance provisions of this Agreement.
- j. Approval of the insurance by the District shall not relieve University of any of the insurance requirements set forth herein, nor decrease the liabilities and obligations of University hereunder.

## **12. DISTRICT INSURANCE**

District shall procure and maintain in force during the term of this Agreement, at its sole cost and expense, insurance in amounts that are reasonably necessary to protect it against liability arising from any and all negligent acts or incidents caused by its employees. Coverage under commercial general liability insurance shall be not less than two million dollars (\$2,000,000) for each occurrence and four million dollars (\$4,000,000) in the aggregate. Such coverage is to be obtained from a carrier rated A or better by AM Best or a qualified program of self-insurance. District shall also maintain and provide evidence of workers' compensation and disability coverage for its employees as required by law. Upon request District shall provide University with evidence of the insurance coverage required by this paragraph. District shall promptly notify University of any cancellation, reduction, or other material change in the amount of scope of any coverage required hereunder.

## **13. INDEMNIFICATION**

- a. The University shall indemnify and hold harmless the District, its Board, officers, employees and agents against all claims, damages, injury, losses, expenses (including reasonable attorney's fees), claims thereof for injury to or death of a person, including but not limited to employees or students of University, or loss of or damage to property, and liabilities (referred to collectively as "Claims") of any type whatsoever to all persons, corporations, and partnerships or other entities, but only in proportion to and to the extent such Claims are caused by or result from the negligent or intentional acts or omissions of University, its officers, employees and/or agents, as determined by a court of competent jurisdiction. The District shall provide the University with prompt notice of any Claim for which indemnification shall be sought

- hereunder and shall cooperate in all reasonable respects with the University in connection with any such Claim.
- b. District shall indemnify and hold harmless the University, its Board, officers, employees and agents against all claims, damages, injury, losses, expenses (including reasonable attorney's fees), claims thereof for injury to or death of a person, including but not limited to employees of District, or loss of or damage to property, and liabilities (referred to collectively as "Claims") of any type whatsoever to all persons, corporations and partnerships or other entities, but only in proportion to and to the extent such Claims are caused by or result from the negligent or intentional acts or omissions of District, its officers, employees and/or agents, as determined by a court of competent jurisdiction. The University shall provide the District with prompt notice of any Claim for which indemnification shall be sought hereunder and shall cooperate in all reasonable respects.
  - c. In the event of concurrent negligence of more than one Party, its Board, officers, employees and/or agents, as determined by a court of competent jurisdiction, the liability for any and all Claims shall be apportioned under the California theory of comparative negligence as presently established or as may hereafter be modified. Nothing in this Agreement shall constitute a waiver or limitation of any rights that a Party may have under applicable law in the event of concurrent negligence of persons or entities other than the Parties.
  - d. The Parties agree to reasonably cooperate with each other in the investigation and disposition of third-party liability Claims arising out of any services provided under this Agreement. It is the intention of the Parties to reasonably cooperate in the disposition of all such claims. Such cooperation may include joint investigation, defense and disposition of Claims of third parties arising from services performed under this Agreement. The Parties agree to promptly inform one another whenever an incident report, claim or complaint is filed or when an investigation is initiated concerning any service performed under this Agreement. In the event of a conflict of interest, each Party may conduct its own investigation and engage its own counsel.
  - e. The provisions of this Section shall survive the termination or expiration of this Agreement.

**14. CRIMINAL BACKGROUND CHECK; SUBSEQUENT ARREST NOTIFICATION**

As employees of the District, all Intern Teachers and Counselors must, as a condition of employment, clear a criminal background check conducted by the District with the California Department of Justice (CDOJ) and Federal Bureau of Investigation (FBI), and shall be subject to subsequent arrest notification by the CDOJ and FBI to the District.

**15. TUBERCULOSIS TESTING**

As employees of the District, all Intern Teachers and Counselors must, as a condition of employment, clear a tuberculosis examination clearance the same as the testing that is described in California Education Code Section 49406. .

**16. CONFIDENTIAL INFORMATION**

- a. The parties understand and agrees that, in connection with this Agreement, the parties may have access to proprietary and/or confidential information which may be owned or controlled by the parties, the disclosure of which to third parties may be damaging to the parties, its employees or students. The Parties also understands and agrees that the disclosure of such information may violate state and/or federal law and may subject the parties to civil liability. Consequently, the parties agrees that all information disclosed by the parties to each other shall be held in strict confidence and used only in performance of the Agreement, unless disclosure is required by law or court order. The parties shall exercise the same standard of care to protect such information as is used to protect its own proprietary and/or confidential information and in no case less than a reasonable standard of care. The parties shall comply at all times with the requirements of the Family Educational Records Privacy Act ("FERPA") and relevant state law regarding the confidentiality and handling of the District's pupil records, including but not limited to California Education Code sections 49073 and sequential. University shall only access District pupil information pursuant to prior written parental consent, legitimate educational interest in performing duties on behalf of the District under this Agreement, or other provisions of federal and state law permitting access to confidential District pupil information. University shall not re-disclose confidential District pupil information unless pursuant to federal and state law.

- b. The parties shall comply with the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 ("HITECH"), and regulations promulgated thereunder by the U.S. Department of Health and Human Services and other applicable laws. University shall maintain the confidentiality of District pupils' confidential data as required by HIPAA, HIPAA regulations, HITECH and other applicable laws. Pursuant to Section 10 ("Status of The Parties") of this Agreement, University and District are independent contractors. However, for the sole and exclusively limited purpose of compliance with the provisions of HIPAA by University in regard to the confidentiality of District pupils' health information under HIPAA, which may be found in District pupils' educational records, and to which University may have access pursuant to this Agreement, University and its employees performing this Agreement on behalf of University, shall be deemed volunteers of the District and shall be considered members of District's "workforce" as that term is defined by the HIPAA regulations at 45 C.F.R. § 160.103, and University and such University employees shall maintain the confidentiality of District pupils' confidential data as required by HIPAA and FERPA.
- c. University shall only use District pupil data for the sole purpose of implementing this Agreement, and for no other administrative, evaluative, programmatic or other purpose.

**17. MODIFICATION OF AGREEMENT**

This Agreement contains the entire agreement between the parties and supersedes all other oral or written provisions. This Agreement may be amended or modified by the parties only by written instrument that is executed and approved in the same manner as this Agreement.

**18. USE OF NAME; MARKETING**

Excluding a simple statement or acknowledgement of this Agreement between the parties, neither party shall use the name, marks or logo of the other party in any planned advertisement, press release, or other planned publicity or marketing materials, in any form or media, without the prior written approval of the other party. Notwithstanding the foregoing provisions of this Section, nothing in this Section shall infringe upon the First Amendment rights, or other legal rights or legal obligations, of either party.

**19. AUDIT AND INSPECTION OF RECORDS**

Each party agrees to maintain and make available to the other party accurate books and records relative to its activities under this Agreement. To the extent not otherwise prohibited by law, each party will permit the other party to audit, examine and make excerpts and transcripts from such books and records, and to make audits of any invoices, materials, payrolls, or other records and data related to matters covered by this Agreement. Each party shall maintain such records and data in an accessible location and condition for a period of not less than three years after the termination or expiration of this Agreement or until after any final audit has been completed, whichever is later.

**20. DISPUTE RESOLUTION**

- a. Prior to any action or resort to any legal remedy, District and University agree to exercise reasonable efforts, and to negotiate in good faith, to amicably resolve any dispute that may arise concerning the performance by either party of their obligations under this Agreement. If District's and University's contact persons cannot resolve disputes through such negotiations, then the Parties' contact persons will escalate the dispute to their respective executives who shall have authority to resolve the controversy and who are at a higher level of management than the contact persons.
- b. In such event, either District or University shall give the other party written notice of any dispute not resolved by good faith negotiations between the Parties' respective contact persons. Within fifteen (15) days after delivery of such initial notice, the receiving party shall submit to the other a written response. Both the initial notice, and the response, shall include (i) a statement of that party's position, (ii) a summary of arguments supporting that position, and (iii) the name and title of the executive who will represent that party and of any other person who will accompany the executive.
- c. Within thirty (30) days after delivery of the initial notice, the executives of both parties shall meet at a mutually acceptable time and place, and thereafter as often as they reasonably deem

necessary, to attempt to resolve the dispute. All reasonable requests for information made by one party to the other shall be honored. All negotiations pursuant to this clause are confidential and shall be treated as compromise and settlement negotiations for purposes of applicable rules of evidence.

- d. If the executives cannot resolve the dispute to the satisfaction of both Parties, then District and University may attempt to mutually agree on the conditions under which such unresolved disputes can be referred to mediation or non-binding arbitration. If the parties do not mutually agree to mediation or non-binding arbitration, or mutually select a mediator or arbitrator for the dispute, or such efforts do not resolve the dispute, then either party may pursue any remedy available under California law.

**21. SUBCONTRACTING**

University is prohibited from subcontracting this Agreement or any services provided pursuant to this Agreement without the prior written consent of the District.

**22. ASSIGNMENT**

It is understood and agreed that the services to be performed by the University under this agreement are personal in character and neither this Agreement, nor any duties or obligations hereunder, shall be assigned or delegated by the University without the prior written consent of the District.

**23. NON-DISCRIMINATION (Required by SFUSD Board Policies 0410 and 6141)**

- a. The District is committed to providing equal opportunity for all individuals in education. University understands and agrees that in providing services to the District, it is Service Provider's obligation to comply with Board Policy 0410, which requires that all District programs, activities, and practices be free from discrimination based on race, color, ancestry, national origin, ethnic group identification, age, religion, marital or parental status, physical or mental disability, sex, sexual orientation, gender, gender identity or expression, or genetic information; the perception of one or more of such characteristics; or association with a person or group with one or more of these actual or perceived characteristics. To the extent that the services University will provide to the District under this Agreement include the provision of services to students, University further understands and agrees that, in providing such services to the District, University shall adhere to Board Policy 6141, which recognizes that students may discuss or be exposed to controversial issues that may arouse strong reactions based on personal values and beliefs, political philosophy, culture, religion, or other influences. In the event that controversial issues are discussed or presented during the course and scope of Service Provider's services under this Agreement, University agrees topics shall be relevant to the student activity and should be designed to develop students' critical thinking skills, ability to discriminate between fact and opinion, respect for others, and understanding and tolerance of diverse points of view. University further understands and agrees that it will not disseminate to students any information, in any form, which reflects adversely upon persons because of their race, color, ancestry, national origin, ethnic group identification, age, religion, marital or parental status, physical or mental disability, sex, sexual orientation, gender, gender identity or expression, or genetic information; the perception of one or more of such characteristics; or association with a person or group with one or more of these actual or perceived characteristics.
- b. University hereby represents and affirms that it is Service Provider's policy that its programs, activities, and practices are free from discrimination based on race, color, ancestry, national origin, ethnic group identification, age, religion, marital or parental status, physical or mental disability, sex, sexual orientation, gender, gender identity or expression, or genetic information; the perception of one or more of such characteristics; or association with a person or group with one or more of these actual or perceived characteristics.
- c. University agrees that it will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, ancestry, national origin, ethnic group identification, age, religion, marital or parental status, physical or mental disability, sex, sexual orientation, gender, gender identity or expression,



or genetic information; the perception of one or more of such characteristics; or association with a person or group with one or more of these actual or perceived characteristics.

**24. COMPLIANCE WITH AMERICANS WITH DISABILITIES ACT**

The parties acknowledge that, pursuant to the Americans Disabilities Act (ADA), programs, services and other activities provided by a public entity to the public, whether directly or through a contractor or subcontractor, must be accessible to the disabled public. The parties shall provide the services specified in this Agreement in a manner that complies with the ADA and any and all other applicable federal, state and local disability rights legislation. The parties agree not to discriminate against disabled persons in the provision of services, benefits or activities provided under this Agreement.

**25. COMPLIANCE WITH LAWS**

Each party shall keep itself fully informed of the applicable state and federal law affecting the performance of this Agreement, and shall at all times comply with such laws as they may be amended from time to time.

**26. GOVERNING LAW; VENUE**

This Agreement shall be governed by the laws of the State of California. The venue for any litigation relative to this Agreement shall be San Francisco, California.

**27. WAIVER**

Either party's failure at any time to enforce any default or right reserved to it, or to require performance of any of the Agreement's terms, covenants, or provisions by the other party at the time designated, shall not be a waiver of any such default or right to which the party is entitled, nor shall it in any way affect the right of the party to enforce such provisions thereafter.

**28. SECTION HEADINGS**

The section headings contained herein are for convenience in reference and are not intended to define the scope of any provision of this Agreement.

**29. EXECUTION OF THE AGREEMENT, EXECUTION IN COUNTERPARTS**

- a. Original copies of this Agreement shall be executed by the respective Party's authorized signatory(ies).
- b. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original agreement, but all of which shall be considered one instrument and shall become a binding agreement when one or more counterparts have been signed by each of the Parties and delivered to the other, provided that any other conditions herein regarding the effectiveness of this Agreement have been met.

**30. SEVERABILITY**

If any term or provision of this Agreement shall be found illegal or unenforceable, this Agreement shall remain in full force and effect and such term or provision shall be deemed stricken.

**31. NOTICE TO THE PARTIES**

Notices required under this Agreement shall be sent to the parties by certified or registered mail, return receipt requested, postage prepaid, at the addresses set forth below:

**Notice to the District:**

SITE/DEPARTMENT	Professional Growth and Development
HEAD OF SITE/DEPARTMENT	Jennifer Steiner
CONTACT PERSON	Mary Elisalde
STREET ADDRESS	750 25 <sup>th</sup> Avenue
CITY, STATE, ZIP	San Francisco, CA 94127
TELEPHONE	( 415 ) 379-7008
EMAIL ADDRESS	elisaldem@sfusd.edu

**Notice to the University:**

SITE/DEPARTMENT	California State University, Long Beach Contract Services Department
HEAD OF SITE/DEPARTMENT	Timothy Vink, Contract Manager
<b>CONTACT PERSON</b>	<b>Attn: Contract Services</b>
STREET ADDRESS	Brotman Hall (BH 346) 1250 Bellflower Blvd.
CITY, STATE, ZIP	Long Beach, CA 90840
TELEPHONE	( 562 ) 985-4558
EMAIL ADDRESS	FM-ContractServices@csulb.edu

**SIGNATURES OF THE PARTIES**

IN WITNESS WHEREOF the Parties hereto have executed this Agreement on the dates set forth below.

**For**  
**California State University, Long Beach**

**For**  
**SAN FRANCISCO UNIFIED SCHOOL DISTRICT**

APPROVED:

APPROVED:

BY: \_\_\_\_\_  
Authorized Signatory  
**Timothy A. Vink**  
Contract Manager

BY: BOARD OF EDUCATION  
Agenda Item: \_\_\_\_\_

BY: \_\_\_\_\_  
**Jennifer Steiner**  
Executive Director, Curriculum and Instruction  
Office of Professional Growth and Development