



Board Office Use: <b>Legislative File Info.</b>	
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Enactment Number	23-0518
Enactment Date	3/22/2023 er

## Board Cover Memorandum

**To** Board of Education

**From** Kyla Johnson-Trammell, Superintendent  
Sondra Aguilera, Chief Academic Officer  
Jennifer Blake, Executive Director of Special Education Department  
Stacey Lindsay, Director of Mental Health Services via Special Education Department

**Meeting Date** March 22, 2023

**Subject** Amendment No. 1 - Memorandum of Understanding - The Regents of the University of California - The Berkeley Psychology Internship Consortium – Special Education Department

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**Ask of the Board** Ratification by the Board of Education of a Amendment No. 1 to the Memorandum of Understanding (MOU) by and between the Regents of the University of California on behalf of the Graduate School of Education at the Berkeley Campus, the San Francisco Unified School District, the Piedmont Unified School District and the Oakland Unified School District, in which the Parities mutually agree, pursuant to terms and conditions of the MOU, at no increase in cost [\$250,000.00] and extending the Contract term from July 1, 2021 through July 1, 2023 to June 30, 2025. All other terms and conditions of the Agreement remain in full force and effect.

**Background and Recommendation** Oakland Unified, along with Piedmont Unified and San Francisco Unified, have established a partnership in training future school psychologists through the U.C. Berkeley Consortium in which school psychology interns are placed for their direct service learning, leading to their Pupil Personnel Services credential in school psychology. The program supports the work in OUSD by providing additional special education assessment time and interventions with our students. The interns are closely supervised by the district school psychologist(s) and the U.C. Berkeley in the delivery of the services.

The changes recommended to the original MOU include the extension of the term to June 30, 2025.

**Term** Start Date: July 1, 2021 End Date: June 30, 2025

<b>Not-To-Exceed Amount</b>	\$250,000.00
<b>Competitively Bid</b>	No  If the Service Agreement/Contract was <u>not</u> competitively bid and the not-to-exceed amount is <u>more</u> than \$109,300, list the exception(s) that applies (requires Legal review/approval and may require a resolution): [Exception]
<b>In-Kind Contributions</b>	In-Kind Contributions are stated in the original MOU in paragraph 2.
<b>Funding Source(s)</b>	Special Education Resource 9040; \$250,000.00
<b>Attachment(s)</b>	<ul style="list-style-type: none"> <li>• Amendment No. 1 – Memorandum of Understanding</li> <li>• Original Agreement, Enactment No. 21-1435</li> </ul>

**FIRST AMENDMENT TO  
MEMORANDUM OF UNDERSTANDING FOR  
BERKELEY PSYCHOLOGY INTERNSHIP CONSORTIUM**

This **FIRST AMENDMENT TO MEMORANDUM OF UNDERSTANDING** (the "Amendment"), dated for convenience as of November 1, 2022, is made by and between the Regents of the University of California, on behalf of the Graduate School of Education at the Berkeley campus ("UCB"); the San Francisco Unified School District ("SFUSD"); the Oakland Unified School District ("OUSD"); and the Piedmont Unified School District ("PUSD") (collectively, the "parties").

WHEREAS, the parties have entered into a Memorandum of Understanding dated for convenience as of July 1, 2021 (the "MOU"), whereby they agreed jointly to participate in a training program for doctoral level psychology student interns, commonly known as the Berkeley Psychology Internship Consortium ("BPIC" or the "Consortium"); and

WHEREAS, the parties desire to modify and extend the term of the MOU as set forth herein;

**NOW, THEREFORE**, it is hereby agreed by and between the parties:

**1. Modification to the MOU.**

The MOU is hereby modified as follows:

The first sentence of Paragraph 16 ("Term and Termination") of the MOU is hereby amended to read:

"The original term of this Agreement shall be extended to and including June 30, 2025, unless terminated earlier in accordance with the remaining terms of the Agreement."

The remaining provisions of Paragraph 16 shall remain unchanged.

**2. Legal Effect.** Except as expressly modified by this Amendment, all of the terms and conditions of the MOU shall remain unchanged and in full force and effect.

**Signatures of the Parties.**

IN WITNESS WHEREOF the parties have executed this Amendment on the dates set forth below.

**REGENTS OF THE UNIVERSITY OF CALIFORNIA**

Approved:

By:   
\_\_\_\_\_  
Steven Carter  
Senior Business Contracts Officer

Date: December 15, 2022

**SAN FRANCISCO UNIFIED SCHOOL DISTRICT**

Approved:

By: BOARD OF EDUCATION

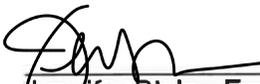
Agenda Item: \_\_\_\_\_

By: \_\_\_\_\_  
Jean Robertson  
Head of Special Education

Date: \_\_\_\_\_

**OAKLAND UNIFIED SCHOOL DISTRICT**

Approved:

By:  \_\_\_\_\_  
Jennifer Blake, Executive Director  
Special Education

Date: 2/3/23

APPROVED AS TO FORM BY COUNSEL

By:  \_\_\_\_\_

Date: 2/2/2023

 \_\_\_\_\_  
Mike Hutchinson, President, Board of  
Education 3/23/2023

 \_\_\_\_\_  
Kyla Johnson Trammell  
Secretary, Board of Education 3/23/2023

**PIEDMONT UNIFIED SCHOOL DISTRICT**

Approved:

By:  \_\_\_\_\_  
Doug Harter, Director of Special Education

Date: 12/13/22

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File ID Number	21-1730
Introduction Date	8/25/2021
Enactment Number	21-1435
Enactment Date	9/8/2021 os



# Board Cover Memorandum

**To** Board of Education

**From** Kyla Johnson-Trammell, Superintendent  
Sondra Aguilera, Chief Academic Officer  
Jennifer Blake, Executive Director of Special Education  
Stacey Lindsay, Coordinator of Psychological Services/Mental Health

**Meeting Date** August 25, 2021

**Subject** Memorandum Of Understanding With The Regents Of The University Of California For Participation In The Berkeley Psychology Internship Consortium

**Ask of the Board** Approval by the Board of Education of the Memorandum of Understanding with the Regents of the University of California for participation in the Berkeley Psychology Internship Consortium.

**Background** Over the last six years, the Special Education Department’s Psychological Services team has consistently provided supervision to school psychology interns from universities with standing MOUs with OUSD, including U.C. Berkeley, by assigning a district school psychologist in the supervisory role. The history of Psychological Services providing supervision opportunities for interns, in actuality, goes back much further than these few years. For completion of both the Master’s degree (and/or doctorate) and the Pupil Personnel Services Credential, the school psychology student must complete a 1200 hour internship within a school setting. U.C. Berkeley has worked with Piedmont Unified, San Francisco Unified, and OUSD to develop the Berkeley Psychology Internship Consortium (BPIC) that will allow U.C. Berkeley to take students from other universities/colleges across the country to participate and potentially be placed within our districts for their internships, increasing the availability of interns. Over the last 2 years, Psychological Services has worked toward increasing our capacity to provide supervision to school psychology students.

**Discussion** School psychologists are trained to provide a wide range of services: parent and teacher consultation; individual and group counseling; chairing or participating on Coordination of Services, Student Success, Section 504, and other Multi-Tier Support Services Teams; academic and behavioral intervention support; staff and parent trainings; research and program evaluation; and special education assessments. The caseload maximums within their contract has increased the school psychologists' capacity to provide more than just special education

assessment at most school sites; however, when school psychologists have interns, this increases the capacity to provide more of these services, as a school psychology intern is required to engage in all of these services in order to earn their degree and PPS credential. As such, schools benefit when a school psychologist has an intern they supervise, as there is an increase in the amount of services offered to all students, not only those receiving special education services. Interns are provided direct supervision at 2 hours per week (minimum) by a fully credentialed school psychologist with a minimum of 2 years experience (as required by university and CTC) as well as supervision by their university supervisor; and in the case of interns in BPIC, interns are provided additional supervision as per American Psychological Association (APA) requirements by a licensed psychologist (through the California Board of Psychology). This ensures quality work by the interns and greater range of services to our students. Oakland Unified will only be able to provide placements for school psychology students in BPIC during years in which OUSD has employed a credentialed school psychologist who is also a licensed psychologist.

**Fiscal Impact**

School psychology interns are paid a \$25,000 yearly stipend. The number of interns Psychological Services is able to have on staff in a given year is based on the allocated funding approved from the Local Educational Agency Medi-Cal Billing Option Program (LEA-BOP), billing done primarily through services provided by Speech/Language Pathologists, Nurses, and School Psychologists. Over the last two years, the Special Education Department has had \$250,000 in allocated funds. Since 2014, Psychological Services has had 2-4 interns per year with a desire to grow, if/when possible.

**Attachment(s)**

- Memorandum of Understanding with the Regents of the University of California for Participation in the Berkeley Psychological Internship Consortium

**MEMORANDUM OF UNDERSTANDING  
WITH THE REGENTS OF THE UNIVERSITY OF CALIFORNIA FOR  
PARTICIPATION IN THE BERKELEY PSYCHOLOGY INTERNSHIP CONSORTIUM**

This Memorandum of Understanding (the “Agreement”) is made as of July 1, 2021 by and between The Regents of the University of California, on behalf of the Graduate School of Education at the Berkeley campus (herein after “UCB” or the “University”), and the San Francisco Unified School District (“SFUSD”), the Oakland Unified School District (“OUSD”) and the Piedmont Unified School District (“PUSD”) (collectively, the “parties”).

**WHEREAS**, the University is a public university which operates a graduate program in the field of school psychology which is accredited both by the State of California and by the American Psychological Association (“APA”), and designed to prepare doctoral students to become certified school psychologists or licensed psychologists, qualified to practice in educational, institutional or independent settings; and,

**WHEREAS**, SFUSD, OUSD and PUSD are California public school districts and independent political subdivisions of the State of California; and

**WHEREAS**, the parties are committed to the training and education of graduate student interns in the field of School Psychology; and,

**WHEREAS**, the parties agree it is in their interest to participate in a training program for doctoral level psychology student interns (hereinafter “interns”), to be known as the Berkeley Psychology Internship Consortium (“BPIC” or the “Consortium”);

**NOW THEREFORE**, in consideration of the promises and mutual covenants herein contained, the parties hereby agree as follows:

**1. BPIC Aims and Objectives**

The aim of the Consortium is to provide high quality internship opportunities for doctoral students dedicated to providing comprehensive psychological services to children and families in school settings. The Consortium is designed to prepare interns to meet California state licensure and certification requirements for practice as school psychologists or licensed psychologists.

The primary training objectives are to provide interns with the knowledge and experience required to develop competency in the areas of psychological assessment, evidence-based interventions, and consultation and interprofessional and interdisciplinary skills. Specific goals include:

- A. To develop and refine the interns’ assessment and diagnostic skills in the areas of cognitive, educational, socio-emotional and behavioral functioning.
- B. To develop the interns’ ability to select and use a variety of developmentally appropriate interventions for use with individuals, groups, and families to promote overall health and enhance functioning;
- C. To develop the interns’ ability to select appropriate evidence-based interventions, effectively monitor progress following implementation in schools, and make subsequent recommendations based on response to interventions;
- D. To develop the interns’ consultation skills in addressing mental health, behavioral, and instructional needs through interactions with parents, educators, administrators, and other professionals;
- E. To develop the interns’ knowledge of the roles of disciplines other than

psychology in education and mental health services, and the ability to function as an effective interdisciplinary team member;

- F. To develop the interns' awareness of ethical, legal, and professional standards and practices and to refine communication and interpersonal skills to effectively function as a service provider in a school setting.

Depending on the particular placement to which interns are assigned, they may have access to training experiences across a range of client ages (preschool through 12th grade), psychological needs, and treatment approaches. Training in ethical and professional standards will be incorporated in supervision and seminar presentations to prepare interns for the highest standards of professional conduct.

## **2. School District Responsibilities**

Each school district participating in the Consortium agrees to:

- A. Support the Consortium's objective of providing high quality training to doctoral interns who are dedicated to providing psychological services in school settings, and to prepare interns for independent practice and to meet California state School Psychology certification requirements.
- B. Adhere to the rules and regulations of the American Psychological Association (APA) and the Association of Psychology Postdoctoral and Internship Centers (APPIC) as they apply to doctoral internships.
- C. Adhere to BPIC's policies and procedures as set forth in the Intern Handbook, including the Due Process and Grievance Procedures. BE IT PROVIDED, HOWEVER, that any school district may, for good cause, refuse to accept the assignment or continued assignment of any intern. "Good cause" may include but is not limited to failure to perform satisfactorily, violation or refusal to follow district policies, procedures, rules and regulations, or violation of federal or state law. Notwithstanding any other term or provision of this Agreement, or any Appendix hereto, each school district participating in the Consortium expressly reserves the right to ban anyone from district facilities when the district finds, in its sole and exclusive discretion, that the presence of the person poses a threat or disruption to its programs, personnel, students or operations. BPIC shall inform all Interns of the provisions of this Section.
- D. Provide training to doctoral psychology interns that satisfies BPIC's defined training plan, aims, and competencies.
- E. Participate in the Training Committee by designating a member of the school district's staff to serve as a committee member with the authority to represent the district.
- F. Fund an annual stipend of \$25,000 per intern chosen to work in the district.
- G. Participate in the application and selection process for the interns, and to offer at least one (1) internship position each year, unless unanticipated budget constraints do not allow for this. To assign each intern selected to a designated school site or sites, and manage any internal evaluation and performance expectations of the interns.

**3. University Responsibilities**

The University will provide, *inter alia*, the following administrative support, funding and resources:

- A. Release time for the Program Coordinator for the School Psychology Program to serve as co-Director of BPIC, at the rate of .25 FTE.
- B. Application and site visit fees for APPIC membership and APA accreditation, not to exceed a one-time total of \$7,000.
- C. Annual fees for APA and the APPIC National Matching System, not to exceed \$3,000 per year.

**4. BPIC Co-Director Responsibilities**

The activities of the Consortium shall be co-directed by a representative of one of the school district participants in the Consortium who is a licensed psychologist, and by the University's School Psychology Program Coordinator, who must be credentialed as a school-psychologist. As Co-Directors, these individuals shall be the designated administrative leads of BPIC, with responsibility for programming and training initiatives, as well as communication among the participating districts and interns.

The Co-Directors shall be responsible for chairing and appointing University faculty and other qualified persons to serve on a Training Committee whose function shall be to assure compliance with the accreditation criteria of the American Psychological Association and the guidelines of the Association of Psychology Postdoctoral and Internship Centers. The Training Committee shall also be responsible for maintaining training resources, conducting program evaluations, and evaluating prospective school district participants in the Consortium.

The Co-Directors shall review this Agreement on at least an annual basis, and shall inform APPIC within one month of any significant changes in the program.

**5. Intern Responsibilities**

The Parties agree that BPIC interns placed in any participating school district shall have the following responsibilities:

- A. To comply with all applicable terms and provisions of this Agreement.
- B. To comply with all policies and procedures of the participating district, and all applicable state and federal laws and regulations.
- C. To provide evidence of professional liability insurance meeting the requirements of Section 14 ("Intern Insurance") of this Agreement.
- D. To provide services to district pupils only while working under the direct supervision of licensed district staff.
- E. To maintain the confidentiality of pupil information. No intern shall have access to or receive any district pupil records, except to the extent necessary to provide services to pupils as a part of the internship. Any discussion, transmission, or narration by interns of any individually identifiable pupil information, whether educational, medical or otherwise, is forbidden except as necessary to the performance or supervision of the intern's work.
- F. To comply with any intern agreement entered with the participating school district.

**6. Confidentiality**

University and the interns agree that all information disclosed to them by a participating district shall be held in strict confidence and used only in performance of the Agreement, unless disclosure is required by law or court order. Interns shall only access pupil information pursuant to 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 pupil information. Interns shall not disclose confidential pupil information except pursuant to federal and state law. To the extent that BPIC or its interns handle or receive student records or data, they shall take all steps required to maintain compliance with the requirements of the Health Insurance Portability and-Accountability Act of 1996, ("HIPAA") and the Family Educational Rights and Privacy Act ("FERPA"), to the extent applicable to their activities under this Agreement. BPIC and interns shall only use pupil data for the sole purpose of implementing this Agreement, and for no other administrative, evaluative, programmatic or other purpose.

**7. Criminal Background Check; Subsequent Arrest Notification**

Before starting work at any participating district or having contact with district students, all BPIC interns must clear a criminal background check conducted by that district through the California Department of Justice and the Federal Bureau of Investigation.

**8. Tuberculosis Testing**

All BPIC interns must clear a tuberculosis examination clearance pursuant to California Education Code Section 49406, before starting work in any participating district or having contact with district students.

**9. Status of the BPIC Interns**

The parties expressly understand and agree that all BPIC interns working in any participating school district pursuant to this Agreement do so for educational purposes only, and as such do not replace any regular staff. Interns are not considered employees of either the University or that school district for any purpose, including, but not limited to, compensation for services, welfare and pension benefits, or workers' compensation insurance. It is the responsibility of the University to provide written notice to BPIC interns of the provisions of this Section. The provisions of this Section shall survive the termination or expiration of this Agreement.

**10. Status of the Participating School Districts**

The parties understand and agree that the school district participants in the BPIC are independent governmental entities. Nothing contained in this Agreement shall be argued, asserted, claimed, considered or construed to create or constitute any partnership or joint venture by or between the individual school district participants in the BPIC, or to constitute any participating district as the agent of any of the other districts. No party shall hold itself out contrary to the terms of this provision, and no district shall be liable to any other district or the University, or have authority to bind any other district, by any representation, act or omission of the other contrary to the provisions hereof. The indemnification and insurance provisions of this Agreement run strictly between the University and each of the participating districts individually, and not to the benefit of any other district. This Agreement is not for the benefit of any third party and shall not be deemed to give any right or remedy to any such party whether referred to herein or not.

The participating School Districts may provide training required under this Agreement or otherwise as they deem appropriate. The parties understand and acknowledge that the School District participants are not college-level teaching institutions, and they make no representation regarding the educational credit that the interns may earn from the University through BPIC, or whether the program satisfies state or educational requirements for future licensure of the interns. Interns and the University shall be responsible for assessing whether the program satisfies educational requirements for University credit and educational and state requirements for licensure.

## 11. Indemnification

- A. The University agrees to indemnify and hold harmless each participating school district and its officers, directors, agents, employees, board members or affiliates, against any and all liability, loss, claims, demands, damages, costs, expenses of whatever nature, including court costs and reasonable attorney fees, arising out of or resulting from the negligent or intentional acts or omissions of, in proportion to the comparative fault of UCB or its interns, officers, agents, and employees as determined by a court of competent jurisdiction.
- B. Each participating school district agrees to indemnify and hold harmless the University and its officers, directors, agents, employees, board members or affiliates, against all claims, demands, damages, costs, expenses, including court costs and reasonable attorney fees, arising out of or resulting from the negligent or intentional acts or omissions of, in proportion to the comparative fault of the respective district or its officers, agents and employees as determined by a court of competent jurisdiction.
- C. In the event of concurrent negligence of more than one party, or its officers, agents or employees, 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, as determined by a court of competent jurisdiction. Nothing in this Agreement shall constitute a waiver or limitation of any rights that any 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 in 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.

## 12. University Insurance

Without in any way limiting the University's liability pursuant to the "Indemnification" section of this Agreement, the University shall procure and maintain during the full term of this Agreement the following insurance amounts and coverage: 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, including Products-Completed Operations and Sexual Abuse and Molestation coverage. Such coverage shall be obtained from a carrier rated A or better by AM Best or a qualified program of self-insurance. Coverage shall at a minimum apply to negligent Errors and Omissions arising out of professional services performed by UCB under this Agreement. The University shall maintain workers' compensation coverage for its employees to the extent required by law.

## 13. District Insurance

Each participating school district shall procure and maintain in force during the term of this Agreement coverage under commercial general liability insurance of not less than two million dollars (\$2,000,000) for each occurrence and four million dollars (\$4,000,000) in the aggregate. Such coverage shall be obtained from a carrier rated A or better by AM Best or a qualified program of self-insurance. Each participating district shall maintain Professional Liability (E & O) Insurance with limits not less than \$1,000,000 (one million dollars) each occurrence and in the aggregate. Coverage shall at a minimum apply to negligent Errors and Omissions arising out of professional services performed by district under this Agreement. Each participating district shall maintain workers' compensation coverage for its employees to the extent required by law.

The participating district and the University shall provide each other with evidence of the insurance coverage required by this paragraph upon request. Each shall promptly notify the other of any

cancellation, reduction, or other material change in the amount of scope of any coverage required hereunder.

**14. Intern Insurance**

University shall ensure that each BPIC intern procures and maintains in force during the term of this Agreement professional liability insurance covering liability arising from any and all negligent acts or incidents caused by the intern. Coverage under such professional liability insurance shall be not less than one million dollars (\$1,000,000) for each occurrence and three million dollars (\$3,000,000) in the aggregate, AND SHALL INCLUDE COVERAGE FOR SEXUAL ABUSE AND MOLESTATION. Such coverage is to be obtained from a carrier rated A or better by AM Best. If requested, intern will obtain coverage that includes School District as an additional named insured.

**15. No Workers' Compensation Liability**

The parties agree that by participating in the Consortium, the participating school district does not agree to assume, nor shall it assume by this Agreement, any liability under the California Workers' Compensation Insurance and Safety Act for, by or on behalf of any intern or University employee while said interns or employees are on the premises of the participating school district or while performing any duty whatsoever under the terms of the Agreement or while going to or from any of the internship placement sites. The University shall provide written notice to each intern regarding the lack of coverage of Workers' Compensation insurance by any party.

**16. Term and Termination**

The term of this Agreement shall be for two (2) years, unless terminated earlier as set forth below. The term of this Agreement shall commence upon execution by the parties and approval by the participating school district's governing board. This Agreement may be extended by mutual agreement of the parties by formal amendment. This Agreement may be terminated at any time in writing by the agreement of the parties. In the alternative, this Agreement may be terminated by either the University or any participating school district upon at least thirty (30) days prior written notice. Such termination shall not be deemed to be a breach of this Agreement. In no event shall termination take effect with respect to a current intern, who shall be permitted to complete the internship placement for the school year in which termination would otherwise occur, except pursuant to Section 2(c) above. If an internship site is terminated, the parties agree to use their best efforts to ensure continuity for any and all interns who may be affected by such termination.

**17. General Provisions**

- A. **Modification of Agreement.** This Agreement may be amended only by written agreement executed and approved in the same manner as this Agreement.
- B. **Assignment.** No party shall voluntarily or by operation of law, assign or otherwise transfer this Agreement without the prior written consent of the other parties. Any purported assignment in violation of this paragraph shall be void.
- C. **Captions; Headings.** The captions and headings contained herein are intended for convenience of reference only and shall not alter or affect the meaning or interpretation of this Agreement or the rights or obligations of the parties.
- D. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original. All such counterparts together shall constitute one and the same instrument. Photocopies, facsimiles, electronic signatures and signatures transmitted electronically or by facsimile shall be as valid and binding as an original.
- E. **Incorporation of Recitals.** The recitals set forth in this Agreement are terms of this Agreement and are fully incorporated herein by reference.
- F. **Governing Board Approval.** This Agreement is subject to review and approval by the governing board of each participating school district, and no school district shall have any obligation hereunder unless and until such approval is obtained.

- G. **Entire Agreement.** This Agreement is the entire agreement between the parties. No other agreements, oral or written, have been entered into with respect to the subject matter of this agreement.
- H. **Governing Law; Venue.** This Agreement shall be governed, construed, and enforced in accordance with the laws of the State of California, without regard to its conflict of laws rules. The venue for all litigation relative to this Agreement shall be San Francisco, California.
- I. **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.
- J. **Waiver.** Any 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.
- K. **Compliance with Americans with Disabilities Act.** UCB acknowledges 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, must be accessible to the disabled public. University shall perform the activities 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. University agrees not to discriminate against disabled persons in the provision of services, benefits or activities provided under this Agreement and further agree that any violation of this prohibition on the part of University, its interns, employees, agents or assigns will constitute a material breach of this Agreement. University shall inform its University Student interns in writing of the provisions of this Section.
- L. **Compliance with Laws.** UCB 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. University is responsible to inform its University Student interns in writing of the provisions of this Section.
- M. **Dispute Resolution.** Should any dispute arise as to the implementation of this Agreement, the matter shall be handled as follows prior to any action or resort to any other legal remedy. University and the participating school districts agree to exercise their best 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 the parties' designees cannot resolve disputes through such negotiations, then the parties will escalate the dispute to their respective executives at a higher level of management than the designees.
- L. **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 University'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 University'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 University’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.

**18. Notices**

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 University:**

UNIVERSITY	
<b>CONTACT PERSON</b>	Kate Perry School Psychology Program Director
STREET ADDRESS	2121 Berkeley Way, 4th Floor, room 4331
CITY, STATE, ZIP	Berkeley, CA 94709-1670
TELEPHONE	925-324-5221
EMAIL	kperry@berkeley.edu

**Notice to the San Francisco Unified School District:**

SITE/DEPARTMENT	Special Education
<b>CONTACT PERSON</b>	Shea Pilgrim
STREET ADDRESS	3045 Santiago St.
CITY, STATE, ZIP	San Francisco, CA 94166
TELEPHONE	512-587-2466
EMAIL	pilgrims@sfusd.edu

**Notice to the Oakland Unified School District:**

SITE/DEPARTMENT	Office of the General Counsel
<b>CONTACT PERSON</b>	Josh Daniels
STREET ADDRESS	1000 Broadway, Suite 300
CITY, STATE, ZIP	Oakland, CA 94607
TELEPHONE	510-879-8267
EMAIL	josh.daniels@ousd.org

**Notice to the Piedmont Unified School District:**

SITE/DEPARTMENT	Special Education
<b>CONTACT PERSON</b>	Hillary Crissinger
STREET ADDRESS	760 Magnolia Ave
CITY, STATE, ZIP	Piedmont, CA 94611
TELEPHONE	415.870.1407
EMAIL	hcrissinger@piedmont.k12.ca.us

**PARTY SIGNATURES TO AGREEMENT**

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

**For THE REGENTS OF THE UNIVERSITY OF CALIFORNIA**

APPROVED:

BY: Shauna Brown  
Authorized Signature  
Shauna Brown  
Senior Business Contracts Officer

**For SAN FRANCISCO UNIFIED SCHOOL DISTRICT**

APPROVED:

BY: BOARD OF EDUCATION

Agenda Item: \_\_\_\_\_

BY: Jean Robertson  
Signature of Site/Dept. Administrator  
Jean Robertson  
Chief of Special Education Services

**For OAKLAND UNIFIED SCHOOL DISTRICT**

APPROVED:

BY: [Signature]  
Authorized Signature  
Title

[Signature]  
Shanthi Gonzales, President, BOE

[Signature]  
Kyla Johnson-Trammell, Superintendent & Secretary, BOE

Approved as to form by OUSD Staff Attorney Joanna Powell on 6/10/21.

Joanna J. Powell

For **PIEDMONT UNIFIED SCHOOL DISTRICT**

APPROVED:

BY: *Hillary Crissinger*  
Authorized Signature  
Hillary Crissinger, M.A.  
Director of Student Services & Special Education