Mills College
5000 MacArthur Boulevard
Oakland, California 94613

MILLS
SCHOOL OF EDUCATION

August 21, 2012

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Cindy Cathey
Interim Superintendent
San Leandro Unified School District
14735 Juniper Street
San Leandro, CA 94579

Dear Ms. Cathey:

Please find enclosed two copies of the contract between Mills College and the San Leandro Unified School District for the provision of early childhood special education student teaching experiences in the San Leandro Unified School District schools for Mills College student teachers for the academic year 2012-2013. Please send a signed copy back to me in the enclosed envelope and please keep a signed copy for your records.

We appreciate your assistance and cooperation in this endeavor.

Sincerely,

Katherine Schultz
Dean of Education

Enclosures

Mills College
5000 MacArthur Boulevard
Berkeley, California 94613

MILLS
SCHOOL OF EDUCATION

PRACTICE TEACHING AGREEMENT

THIS AGREEMENT is by and between Mills College, (hereinafter "the College" or "Mills"), and San Leandro Unified School DISTRICT, (hereinafter "DISTRICT") (jointly referred to herein as "the Parties")

RECITALS

WHEREAS the County Superintendent of Schools is authorized to enter into agreements with a state college, the University of California, or any other university or college accredited by the State Board of Education as a teacher education institution, to provide teaching experience through practice teaching to students enrolled in teacher training curricula of such institutions; and

WHEREAS, Mills College, a California non-profit public benefit corporation with its principal place of business at 5000 MacArthur Boulevard, San Leandro , CA 94613, is an independent liberal arts college for women with graduate programs for women and men; and

WHEREAS Mills has a School of Education that offers widely respected programs in graduate education focusing on early childhood education, teacher preparation, and educational leadership that are accredited by the Western Association of Schools and Colleges; and

WHEREAS the Parties desire to engage into an Agreement to provide teaching experience for Mills School of Education Students at various schools within DISTRICT; and

I. NOW, THEREFORE, in consideration of the promises and covenants herein, and in consideration of good and valuable consideration, the adequacy of which is hereby acknowledged, the parties hereto covenant and agree as follows:

A. Contract Term: The term of this agreement shall commence on the 28th day of August, 2012 and terminate on the 28th day of August 2013.

II. **DISTRICT Rights/Responsibilities.**

A. DISTRICT shall provide teaching experience through agencies and centers of DISTRICT. Such practice teaching shall be provided in such agencies and centers of DISTRICT and under the direct supervision and instruction of such employees of DISTRICT, through the Parties' duly authorized representatives may agree upon.

B. DISTRICT may, upon reasonable notice and for legitimate and lawful reasons, refuse to accept for practice teaching any student of the College assigned to practice teaching in

DISTRICT, and upon request of DISTRICT, the College shall terminate the assignment of any student of the College to practice teaching at DISTRICT.

C. "Practice teaching" as used herein and elsewhere in this agreement means active participation in the duties and functions of classroom teaching under the direct supervision and instruction of teachers of DISTRICT holding valid life diplomas or credentials issued by the State Board of Education, other than emergency or provisional credentials, authorizing them to serve as supervisors where the practice teaching is provided.

III. **Mills Rights/Responsibilities.**

A. Academic Credit. Mills will determine the number of semester units of practice teaching to be provided for each student of the College assigned to practice teaching under this Agreement.

B. Student Assignment. The College shall retain discretion to assign a student to practice teaching in schools or classes of DISTRICT - either for approximately nine (9) weeks or for approximately eighteen (18) weeks, but a student may be given more than one assignment by the College for practice teaching in such schools or classes.

a. Effective Date: The assignment of a student of the College for practice teaching in DISTRICT shall be deemed to be effective for the purposes of this agreement as of the date the student presents to the proper authorities of DISTRICT the assignment card or other document given her/him by the College effecting such assignment, but not earlier than the date of such assignment as shown on such card or other document.

IV. **Non-discrimination**. The parties agree that all students participating in clinical and non-clinical community experiences pursuant to the Agreement shall be selected without discrimination on account of race, color, religion, national origin, ancestry, disability, marital status, gender, sexual orientation, age, veteran status, medical condition (cancer related or genetic characteristic) as defined in section 12926 of the California Government Code, citizenship, or any other protected status, within the limits imposed by law or DISTRICT policy.

The Parties agree to abide by the College's non-discrimination policies and to promptly inform the College of any complaints involving DISTRICT, its employees or contractors and Mills students or employees. The Parties agree to work cooperatively and to share appropriate information in the event of any student or employment-related discrimination complaint.

V. **Status of Mills and DISTRICT**. It is expressly agreed and understood by Mills and DISTRICT that students in this Program are participating for educational purposes, and such students are not considered employees of DISTRICT for any purpose, including, but not limited to, compensation for services, employee welfare and pension benefits, or workers' compensation insurance.

VI. **Indemnification.**

A. Mills agrees to indemnify, defend and hold harmless DISTRICT, its officers, agents, and employees from and against all claims, demands, damages, costs, expenses of whatever nature, including court costs and attorney fees, arising out of or resulting from negligent or intentional acts or omissions of the Mills, its officers, employees, agents or students.

B. DISTRICT agrees to indemnify, defend and hold harmless Mills, its officers, agents, and employees from and against any and all claims, demands, damages, costs, expenses of whatever nature, including court costs and attorney fees, arising out of or resulting from negligent or intentional acts or omissions of DISTRICT, its agents or its employees.

VII. **General Provisions.**

A. Modification. This Agreement may be amended at any time by mutual agreement of the parties without additional consideration, provided that before any amendment shall become effective, it shall be reduced to writing and signed by the parties. Notwithstanding the foregoing, should any provision of this Agreement be in conflict with a governing state or federal law, it shall be deemed amended accordingly.

B. Assignment. Neither party shall voluntarily or by operation of law, assign or otherwise transfer this Agreement without the other party's prior written consent. Any purported assignment in violation of this Section shall be null and void. This Agreement shall inure to the benefit of and be binding upon the parties hereto, and their successors and assigns, except as otherwise provided in this Agreement.

C. Dispute Resolution: Any dispute regarding the interpretation or implementation of this Agreement, including any claims for breach of this Agreement, shall be resolved by submitting the claim for arbitration to the American Arbitration Association in accordance with its rules and procedures applicable to commercial disputes. No party shall be eligible to receive, and the arbitrators shall not have the authority to award, exemplary or punitive damages. The parties shall equally share the cost of the arbitrator and any filing fees. The location of any arbitration hearing shall be San Leandro , California, and any enforcement of the arbitrator's decisions shall be brought in the Superior Court of Alameda County, California.

D. Attorney's Fees. In the event that any action, including arbitration, is brought by either party to enforce or interpret the terms of this Agreement, the prevailing party in such action shall be entitled to its costs and reasonable attorney's fees, in addition to such other relief as the court or arbitrator may deem appropriate.

E. Construction. Any captions to or headings of the articles, sections, subsections, paragraphs, or subparagraphs of this Agreement are solely for the convenience of the parties, are not a part of this Agreement, and shall not be used for the interpretation or determination of validity of this Agreement or any provision hereof.

F. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all such counterparts together shall constitute one and the same instrument.

G. Entire Agreement. This Agreement is the entire Agreement between the parties and no other agreements, oral or written, have been entered into with respect to the subject matter of this Agreement.

H. Force Majeure. Neither party shall be liable nor deemed to be in default for any delay or failure in performance under this Agreement or other interruption of service or employment deemed resulting, directly or indirectly, from acts of God, civil or military authority, acts of public enemy, war, accidents, fires, explosions, earthquakes, floods, failure of transportation, machinery or supplies, vandalism, strikes or other work interruptions beyond the reasonable control or either party. However, both parties shall make good faith efforts to perform under this Agreement in the event of any such circumstances.

I. Governing Law. The validity, interpretation and performance of this Agreement shall be governed by and construed in accordance with the laws of the State of California.

J. 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 DISTRICT	**Notice to Mills College**
San Leandro Unified School District 14735 Juniper Street San Leandro, CA 94579	Mills College School of Education 5000 MacArthur Boulevard San Leandro , CA 94613
Phone: **Fax:** **Attention:** Cindy Cathey	**Phone:** 510.430.3293 **Fax:** 510.430.3379 **Attention:** Melissa Benham

K. Severability. The provisions of this Agreement shall be deemed severable and if any portion shall be held invalid, illegal or unenforceable for any reason, the remainder of this Agreement shall be effective and binding upon the parties.

L. Waiver of Provisions. Any waiver of any terms and conditions hereof must be in writing and signed by the parties hereto. A waiver of any term or condition hereof shall not be construed as a future waiver of the same or any other term or condition hereof.

M. No Third Party Beneficiaries. Unless otherwise set forth herein, nothing contained herein is intended nor shall be construed to create rights running to the benefit of third parties.

N. Confidentiality. The Parties shall protect the confidentiality of each other's records and information to the extent allowable by law, and shall not disclose confidential information without the prior written consent of the other party.

VIII. **Signature Authority.** By their signatures below, each of the following represent that they have authority to execute this Agreement and to bind the party on whose behalf their execution is made.

Kath Schultz
Signature

Katherine Schultz
Dean, School of Education
Mills College

Signature

Cindy Cathey
Interim Superintendent
San Leandro Unified School District