Patten University

Education Division

Karen Ensor, Ed.D., Associate Dean

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HUMAN RESOURCES

June 27, 2013

Mary Patterson
Secretary, Classified Staff
San Leandro Unified School District
14735 Juniper Street
San Leandro, CA 94579

Dear Ms. Patterson,

We are requesting that our teacher candidates be given the opportunity to work in your district, since we have students in the area who would like to teach in the San Leandro schools. Enclosed is Patten University's Student Teaching Contract, to be renewed for 2013-2015. There are two copies of the contract provided for signatures, one for your records and the other to be mailed back to us.

We look forward to joining with you once again in helping to provide *quality teachers for California classrooms,* and we thank you for your assistance in this vital mission.

If more information is needed, please feel free to contact us.

Sincerely,

Karen Ensor

Karen Ensor, Ed.D.
Associate Dean, Education Division

KE/jw

Enclosures

2433 Coolidge Avenue, Oakland, CA 94601
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Patten University

2433 Coolidge Avenue, Oakland, CA 94601
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Form No. PU 7-STC

Document No. **13-223**

AGREEMENT

THIS AGREEMENT entered in this **15th** day of **August, 2013** by and between Patten University, hereinafter called the University, and the **San Leandro Unified School District** of **Alameda County,** hereinafter called the District:

WITNESSETH

WHEREAS, pursuant to the provisions of Section 11006 of the Education Code, the governing board of any school district 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, any such agreement may provide for the payment in money or in services for the services rendered by the school district of an amount not to exceed the actual cost to the school district of the services rendered; and

WHEREAS, it has been determined between the parties hereto that the payments to be made to the District or designated credentialed employee under this agreement do not exceed the actual cost to the District of the services rendered by the District;

NOW THEREFORE, it is mutually agreed between the parties hereto as follows:

I.

The District shall provide teaching experience through practice teaching in schools and classes of the District for not to exceed **10** per student semester units of practice teaching, not to exceed **4** students of the University assigned to practice teaching in schools or classes of the District. Such practice teaching shall be provided in such schools or classes of the District, and under the direct supervision and instruction of designated credentialed employees of the District, as the District and the University through their duly authorized representatives may agree upon.

The District may, upon reasonable notice, refuse to accept for practice teaching any student of the University assigned to practice teaching in the District, and upon request of the District, the University shall terminate the assignment of any student of the University to practice teaching in the District.

"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 designated employees of the District holding valid *CLEAR* credentials issued by the California Commission on Teacher Credentialing authorizing them to serve as classroom teachers in the schools or classes in which the practice teaching is provided.

II.

The University will pay the District or the designated credentialed employee for the performance of all services required to be performed under this agreement at the rate of *thirty* ($30.00) dollars for each semester unit of practice teaching provided pursuant to this agreement.

The number of semester units of practice teaching to be provided for each student of the University assigned to practice teaching under this agreement shall be determined by the University as approved by the California Commission on Teacher Credentialing.

III.

An assignment of a student of the University to practice teaching in schools or classes of the District shall be, at the discretion of the University, either for approximately eight (8) weeks or for approximately sixteen (16) weeks, but a student may be given more than one assignment by the University to practice teaching in such schools or classes as deemed necessary.

The assignment of a student of the University to practice teaching in the District shall be deemed to be effective for the purposes of this agreement, as of the date the University or student presents to the proper authorities of the District the assignment document properly signed by the administrative representative of the University effecting such assignment, but not earlier than the date of such assignment as shown on such document.

In the event the assignment of a student of the University to practice teaching is terminated by the University for any reason, the District or credentialed personnel, shall receive payment based upon the total number of assigned weeks in the classroom.

Absences of a student from assigned practice teaching shall not be counted as absences in computing the semester units of practice teaching provided the student by the District in order to avoid adjusting compensation for the District should absences occur. Compensation to the District is to be based upon semester units and completed weeks in the classroom. Actual computation of attendance for credit as semester units by student teachers is the obligation of the University.

IV.

In the event, if as a result of work undertaken herein, new material is created by the joint work of the District and student teachers from Patten University, it is deemed copyrightable by the District. All rights, title, and interest shall belong to the District and the following copyright notice shall appear on each of the copyrighted works: *Copyright 2013-2015, San Leandro Unified School District. All rights reserved.*

V.

The proper payment shall be made in a timely manner to the District or designated credentialed employee in accordance with the provisions of this agreement at the close of each University semester, upon completion of the evaluation process and submission of the letter, and forms as included in the *Patten University Handbook for Teacher Candidates and Support Providers* in accordance with this agreement during said semester.

VI.

Absent District negligence: Patten University agrees to indemnify and hold the District, its officers, agents, officials, and employees from any and all damages, liabilities, loss, claims, actions, causes of action, judgments, fines, penalties, settlements or compromises arising from or related to any act or omission of Patten University, its officers, agents, or employees.

VII.

The term of this agreement shall commence on the ***15th*** day of ***August, 2013*** and terminate on the ***14th*** day of ***August, 2015***.

VIII.

Notwithstanding anything herein contained to the contrary, this agreement may be terminated and the provision of this agreement may be altered, changed, or amended, by written mutual consent of the parties hereto.

IX.

Notwithstanding any other provision of this agreement, the University shall not be obligated by this agreement to pay the District any amount in excess of a total of **TWELVE HUNDRED DOLLARS ($1,200)**.

Execution of this contract is hereby requested:

San Leandro Unified School District

_____
Superintendent/Administrator

Patten University

Karen Ensor
Dr. Karen Ensor
Associate Dean of Education

Tana Monaco
Dr. Tana Monaco
Vice President, Academic Affairs

I hereby certify upon my own personal knowledge that the unencumbered balance of the departmental budget provision for the period, function and object stated above is correct.

Eric Wang
Signature of Accounting Officer
Patten University