HOLY NAMES
UNIVERSITY
Since 1868

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HUMAN RESOURCES

February 1, 2014

Letter of Authorization

San Leandro Unified School District
Human Resources Division
14735 Juniper Street
San Leandro, CA 94579-1299

To Whom It May Concern:

Please review the enclosed Student Teaching Agreement, to begin January 31, 2014. The agreement covers student teacher placements made during the school years, 2014-2017.

In accordance with the Agreement, this letter authorizes you to furnish student teaching experience to Holy Names University students whose names will be provided to you before those placements are made. The student teaching shall be provided in accordance with the terms and rates provided in our Agreement, beginning January 31, 2014.

If the Agreement is acceptable to the San Leandro Unified School District, please indicate your acceptance by signing the original, as well as the original Letter of Authorization, and return them in the enclosed envelope. The other copies are for your records.

Thank you,
Kimberly Mayfield
Kimberly Mayfield, EdD
Chair, Education Department

Enclosures:
Agreement - Original and Copy (copy for San Leandro USD)
Letter of Authorization- Copy (copy for San Leandro USD)
Return Envelope

AGREEMENTS AND ACCEPTED:

Kimberly Mayfield
Name

Chair
Title

2/11/14
Date

STUDENT TEACHING AGREEMENT

HOLY NAMES UNIVERSITY

AGREEMENT

THIS AGREEMENT entered into this 31st day of January, 2014, by and between Holy Names University, hereinafter called UNIVERSITY, and through its President, and the San Leandro Unified School District of Alameda County, hereinafter called the DISTRICT.

WITNESSETH

WHEREAS, pursuant to the provisions of Section 1065 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 experiences through practice teaching to the students enrolled in teacher training curricula of such institutions; and

WHEREAS, any such agreement may provide for the payment in money 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 under this agreement do not exceed the actual cost to the DISTRICT of the service 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 as required from time to time by a letter of authorization from the UNIVERSITY covering students possessing valid preliminary certificates and assigned by the UNIVERSITY to practice teaching in schools or classes of the DISTRICT. The letter of authorization shall list the names of the students, units, and other details of the practice teaching assignment. Such practice teaching shall be provided in such schools or classes of the DISTRICT and under the direct supervision and instruction of such 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 the 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 employees of the DISTRICT holding valid credentials issued by the State Board of Education, other than emergency or

provisional credentials, authorizing them to serve as classroom teachers in the schools or classes in which practice teaching is provided.

II.

The UNIVERSITY will pay the DISTRICT for the performance by the DISTRICT of all services required to be performed by the DISTRICT under this Agreement at the rate of Ten dollars ($10.00) for each semester unit of practice teaching provided by the DISTRICT pursuant to the Agreement, which amount shall include Workers' Compensation Insurance coverage for the practice teaching student.

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.

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, or four (4) weeks during summer placements, but a student may be given more than one assignment by the UNIVERSITY to practice teaching in such schools or classes.

The assignment of a student of the UNIVERSITY to practice teaching in the DISTRICT shall be deemed to be effective for the purposes of the Agreement as of the date the student presents to the proper authorities of the DISTRICT a letter of authorization given the student by the UNIVERSITY effecting such assignment, but not earlier than the date of each assignment as shown on the letter of authorization.

In the event that the assignment of a student of the UNIVERSITY to practice teaching is terminated before the end of the placement by the UNIVERSITY for any reason, the DISTRICT shall receive payment on account for such student as though there had been no termination of the placement assignment.

Absences of a student from assigned practice teaching shall not be counted as absences in computing the semester units of practice teaching provided to the student by the DISTRICT.

IV.

In the event, if as a result of work undertaken herein, new materials is created by the joint work of San Leandro Unified School District and student teachers from Holy Names University, it is deemed copyrightable by San Leandro Unified School District. All rights, title, and interest shall belong to San Leandro Unified School District and the following copyright notice shall appear on each of the copyrighted works: Copyright 2014-2017, San Leandro Unified School District. All rights reserved.

V.

The DISTRICT agrees that any of the UNIVERSITY'S students who are assigned to practice teaching in the DISTRICT shall be accepted without regard to race, color, nation origin, religion, sex, or age in accordance with the principles of Executive Order 11246.

VI.

Absent DISTRICT negligence, Holy Names University agrees to indemnify and hold harmless San Leandro Unified School 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 San Leandro Unified School District, its officers, agents, officials, and employees.

VII.

The terms of this Agreement shall commence on the 31st day of January, 2014, and terminate on the 30th day of June 2017. Notwithstanding anything herein contained to the contrary, this Agreement may be terminated, and the provisions of the agreement may be altered, changed, or amended, by writing mutual consent of the parties hereto.

Notwithstanding any other provisions of this Agreement, the UNIVERSITY shall not be obligated by this Agreement to pay the DISTRICT any amount in excess of the rate provided under paragraph II above.

Both parties agree that they shall not discriminate in the selection for the acceptance of any student to receive training pursuant to this Agreement because of race, color, religion, ancestry, sex, or national origin. In the event of either parties, non-compliance with this section, this Agreement may be cancelled, terminated, or suspended in whole or in part by the other party.

Execution of this contract hereby requested:

By Kimberly Mayfield Holy Names University, Oakland, CA

Date 2/11/14

By _____ San Leandro Unified School District

Title _____ Date _____