Mills College
5000 MacArthur Boulevard
Oakland, California 94613

MILLS
SCHOOL OF EDUCATION

RECEIVED
AUG 07 2014
HUMAN RESOURCES

August 5, 2014

Dr. Mike McLaughlin, Superintendent
San Leandro Unified School District
14735 Juniper St.
San Leandro, CA 94579

Dear Dr. McLaughlin,

Please find two enclosed copies of the contract between Mills College and the San Leandro Unified School District for the provision of student teaching in the San Leandro Unified District for Mills College student teachers for the academic years 2014-2018. Please send a signed copy back to me in the enclosed envelope and keep a copy for your records.

We appreciate your assistance and cooperation in this endeavor.

Sincerely,

Katherine Schultz
Dean of Education

Enclosures

MILLS COLLEGE

PRACTICE TEACHING AGREEMENT

AGREEMENT

THIS AGREEMENT entered in this 5th day of August, 2014 by and between Mills College, hereinafter called the College, and the San Leandro Unified School District, hereinafter called the District:

WITNESSETH

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, any such agreement may provide for the payment in money, services or other valuable consideration for the services rendered by the 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 payment to be made to the District under this agreement do not exceed the actual cost to the District for the services that are rendered;

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 not to exceed 16 semester units per student of practice teaching. 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 College, through their duly authorized representatives may agree upon.

The District may, upon reasonable notice, refuse to accept for practice teaching any student of the College assigned to practice teaching in the District, and upon request of the District, the College shall terminate the assignment of any student of the College to practice teaching at 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 teachers of the 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 classroom teachers in the schools or classes in which the practice teaching is provided.

II.

The College will pay the District for the performance by the District of all services required to be performed by them under this agreement by issuing continuing education credit hours to the District teachers who supervise the practice teaching at the rate of one Mills College continuing education unit for each semester unit of practice teaching provided by the District pursuant to this agreement. Mills College will reimburse the District for any and all costs actually incurred in paying any claims for workers' compensation injury or illness for any student practice teacher covered by this agreement.

The number of semester units of practice teaching to be provided for each student of the College assigned to practice teaching under this agreement shall be determined by the College.

III.

An assignment of a student of the College to practice teaching in schools or classes of the District shall be at the discretion of the College, 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.

The assignment of a student of the College for practice teaching in the 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 the 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.

In the event the assignment of a student of the College to practice teaching is terminated by the College for any reason, the District shall receive payment on behalf of District employees providing supervisory services in an amount of continuing education credit hours representing time actually devoted to individual instruction of the student practice teacher, except that if such assignment is terminated within one week of the last week of the term of the assignment, the District shall receive payment for an assignment for nine (9) weeks or eighteen (18) weeks, whichever is appropriate.

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 payment for the District should absences occur. Payment to the District is to be based on semester units and not on actual hours of attendance. Actual attendance for credit as semester units by student teachers is the obligation of the College.

IV.

At the end of each Mills semester, the College will issue certificates of continuing education credit to each San Leandro Unified School District teacher who has supervised a Mills student in the classroom for the purpose of providing practice teaching experience. The credits will be issued as follows:

- One professional development unit (4 semester hours) per semester for a course entitled "Inquiry into the Profession of Teaching."

Mills will provide copies of these certificates to the District as evidence of payment for services rendered by San Leandro District of Education teachers.

V.

The term of this agreement shall commence on the 15th day of August, 2014, and terminate on the 20th day of June 2018.

VI.

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

Execution of this contract is hereby requested:

By Kath. Sch

Katherine Schultz
Dean, School of Education
Mills College

By_____

Print Name_____

Title_____

San Leandro Unified School District

MILLS COLLEGE

ADDENDUM TO PRACTICE TEACHING AGREEMENT

HOLD HARMLESS AGREEMENT

The District shall defend, indemnify and hold the College, its officers, employees and agents harmless from and against any and all liability, loss, expense, including reasonable attorneys' fees, or claims for injury or damages arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the District, its officers, agents or employees.

The College shall defend, indemnify and hold the District, its officers, employees and agents harmless from and against any and all liability, loss, expense, including reasonable attorneys' fees, or claims for injury or damages arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the College, its officers, agents or employees.

By Katt Schultz

Katherine Schultz
Dean, School of Education
Mills College

By_____

Print Name_____

Title_____

San Leandro Unified School District

Saint Mary's College of California
1928 St. Mary's Road
PMB 4350
Moraga, CA 94575
tel. 925.631.4700 fax 925.376.8379
www.stmarys-ca.edu/soe

RECEIVED
JUL 21 2014
HUMAN RESOURCES

SAINT MARY'S COLLEGE of CALIFORNIA
KALMANOVITZ SCHOOL OF EDUCATION

July 18, 2014

San Leandro Unified
Attn: Cindy Cathey
14785 Juniper St.
San Leandro, Ca 94579

Dear Superintendent:

The enclosed agreement is to replace the agreement sent to you in error on June 20, 2014.

Obligation of Institution: **5.3** should not have been included in the contract.

The enclosed document is the identical to the agreement between Saint Mary's and your institution during 2013-2014 fiscal years.

Please find two copies of the 2014-2015 agreement between Saint Mary's College and your district for student intern placements. Please sign and return both of the enclosed agreements to our office as soon as possible, in care of:

Laurie Aguirre – Business Services
Kalmanovitz School of Education
Saint Mary's College of California
1928 Saint Mary's Road
PMB 4350
Moraga, CA 94575

We will obtain countersignature and will send you one fully executed document for your files.

To ensure prompt payment for your services, please mail all 2014-2015 invoices **prior** to June 1, 2015 to: Business Services, Kalmanovitz School of Education, Saint Mary's College, PMB 4350 Moraga, CA 94575. No invoices will be paid if received after June 1, 2015.

We look forward to this partnership as we work together in preparing highly qualified teachers and counselors. If you have questions, please feel free to call me at (925) 631-4721.

I apologize for any inconvenience this may have caused.

Sincerely,

Laurie Aguirre
Business Operations Specialist
Kalmanovitz School of Education
Saint Mary's College of California

Saint Mary's College of California
1928 St. Mary's Road
PMB 4350
Moraga, CA 94575
tel. 925.631.4700 fax 925.376.8379
www.stmarys-ca.edu/soe

KALMANOVITZ SCHOOL OF EDUCATION

SAINT MARY'S COLLEGE OF CALIFORNIA STUDENT PLACEMENT AGREEMENT

This Agreement ("Agreement") is made by and between Saint Mary's College of California ("Saint Mary's"), a non-profit public benefit corporation and San Leandro Unified School District of Alameda County ("Institution") on this 15th day of August 2014 ("Effective Date").

RECITALS

WHEREAS, Saint Mary's desires to place Saint Mary's students enrolled in teacher training curricula and/or Saint Mary's students enrolled in counselor or psychology training curricula (collectively, "Students"), in appropriate locations whereby Students may gain practical teaching, school counseling or school psychology experience as an important element of Students' education and training by Saint Mary's School of Education; and

WHEREAS, Saint Mary's is accredited by the Western Association of Schools and Colleges and is approved by the California Commission on Teacher Credentialing ("CCTC") as a teacher and counselor education institution that enrolls Students in a teacher training and/or a school counselor or school psychology education curriculum and Institution benefits from the services and assistance of Students in Institution's teaching, school counseling or school psychology environments; and

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

TERMS

1. Incorporation of Recitals

The Recitals appearing above are admitted by the parties to be true and correct and are incorporated into this Agreement as if fully set forth herein.

2. Term

This Agreement is effective as of the Effective Date and covers all applicable instructional periods commencing on or about the fifteenth day of August 2014 and ending before the fifteenth day of August 2015.

3. Definitions

3.1 *"Student Teaching"* means active participation in the duties and functions of classroom teaching under the supervision and instruction of Institution's employees who hold valid credentials issued by the CCTC, other than emergency or provisional credentials, authorizing them to serve as classroom teachers in the Institutions or classes in which practice teaching is provided. *"Student teaching"* further means, as appropriate, *"School Counseling or School Psychology Field Experience"* which is the active participation in the duties and function of school counseling under the supervision and instruction of Institution's employees who hold valid credentials issued by the CCTC, other than emergency or provisional credentials, authorizing them to serve as counselors in Institution classrooms and programs in which school counseling or school psychology field experience is provided.

3.2 *"Location"* means any applicable Institution site or campus when Institution is a public school district with multiple locations or campuses on which Student Teaching, School Counseling or School Psychology will occur. If Institution is located on a single campus, such as an independent school, a private school, or a public institution located on a single site, then "Location" shall be read to mean "Institution.

3.3 *"Master Teacher"* means the Institution teacher, school counselor or school psychologist, holding a valid credential or license issued by or approved by the CCTC, who is or will be providing supervision to Students assigned to the Location. Also referred to as *"Field Supervisor"* in the context of school counseling or school psychology.

4. Parameters

4.1 Institution and Saint Mary's shall, from time to time, adjust the number of Students per semester that will be placed with Institution.

4.2 Saint Mary's shall pay to Institution a fee of twenty-five dollars ($25.00) per semester unit of experience provided to Students placed at Institution Location(s). Invoices must be received by Saint Mary's (Attn: School of Education, unless otherwise directed) by June 1, 2015 to be eligible for payment.

5. Obligation of Institution

5.1 Institution shall provide Students with hands-on experience through Student Teaching, School Counseling or School Psychology in a classroom or other appropriate environment.

5.2 Institution shall ensure that Students are supervised when at the assigned Location. Institution shall ensure that each Student is provided with adequate opportunity to complete all Student Teaching, School Counseling or School Psychology requirements of the Saint Mary's credential program as may be necessary for the Student to earn his/her semester units.

6. Obligation of Saint Mary's

6.1 Saint Mary's may consult with the Principal or Vice Principal at the Location, as well as consulting with the prospective Master Teachers/Field Supervisors regarding the placement of Students at Institution Location(s).

6.2 The assignment of a Student to practice teach or practice school counseling or school psychology at an Institution location shall be deemed to be effective for the purpose of this Agreement as of the date the student presents to the proper authorities of Institution the placement verification form or other document given to the student by Saint Mary's effecting such assignment, but not earlier than the date of such assignment as shown on such form or other document measuring the amount of supervision provided.

7. Fee Computation

Saint Mary's will accept invoices by Institution periodically throughout the term of this Agreement and Saint Mary's shall make payments in accordance with the invoice terms. However, before closing the assignment of each student teacher, **but no later than June 1, 2015.** Institution shall submit to Saint Mary's any final invoices for payment.

8. Termination

This Agreement may be terminated for any reason or without reason by either party by providing (30) thirty-calendar day's advance written notice of the Termination to the other party. Upon termination of this Agreement, all fees shall be prorated to reflect only those services rendered and shall be invoiced as contemplated under the terms of this Agreement.

Institution, for good cause, may refuse to accept for Student Teaching, Student School Counseling or School Psychology, any Student that Saint Mary's proposes to assign to Institution. Institution, for good cause and after consultation with Saint Mary's, may terminate the assignment of any Student assigned to Institution. The termination of any individual Student shall not terminate this Agreement and Saint Mary's may, during the term of this Agreement, seek to assign additional or different Students to Institution.

9. Applicable Laws, Codes and Regulations

9.1 Saint Mary's, upon written request by Institution and upon receipt of appropriate materials from Institution, will instruct students on applicable state and federal law relating to unlawful discrimination, including harassment. Institution shall clearly indicate to Saint Mary's any laws, codes, or regulations of which Saint Mary's students must be informed.

9.2 Institution warrants that it and its facilities comply with all applicable laws, codes, and regulations that pertain to the operation of an educational facility, including but not limited to laws and regulations concerning unlawful discrimination, harassment, and accessibility.

10. Relationship of Parties

This Agreement shall not be construed to make the parties partners, joint ventures, brokers, employees, principal, or agent, nor shall either party hold itself contrary to these terms and neither party shall be bound by any representation, act, or omission of the other.

11. Indemnity

11.1 Saint Mary's agrees to defend, indemnify and hold harmless Institution against all claims, suits, liabilities and costs, including but not limited to, reasonable attorneys' fees, for claims or suits arising our of or related to the negligence or intentional wrongful acts of Saint Mary's.

11.2 Institution agrees to defend, indemnify and hold harmless Saint Mary's from any claims, suits, liabilities and costs, including but not limited to, reasonable attorneys' fees, for claims or suits arising out of or related to the negligence or intentional wrongful acts or omissions of Institution or its employees.

12. Assignment

This Agreement may not be assigned by either party without the advance written consent of the other. This Agreement shall be binding upon the heirs, successors, and assigns of both parties.

13. Notices
All notices or correspondences regarding this Agreement shall be directed to the following addresses:

If to Saint Mary's:

Attn: Laurie Aguirre
Saint Mary's College of California
PMB 4350
Moraga, CA 94575-4350
Telephone: (925) 631-4721
Facsimile: (925) 376-8379

If to Institution: (please complete below)

Attn: _____
_____
_____
_____
_____
_____

14. Governing Law
This Agreement shall be governed by and construed in accordance with the laws of the State of California, for any lawsuits or disputes between the parties arising from or incident to this Agreement.

15. Entire Agreement
This Agreement constitutes the entire understanding between the parties with respect to the subject matter hereof and may be amended only upon the prior written agreement of the parties.

16. Severability
If any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal, void, or unenforceable, that shall not affect the validity and enforceability of the remaining portions of this Agreement.

17. Non-Waiver
The failure of either party to exercise any of its rights under this Agreement for a breach thereof shall not be deemed to be a waiver of such rights, nor shall the same be deemed to be a waiver of any subsequent breach, either of the same provision or otherwise.

WHEREFORE, each party has caused this Agreement to be executed, in no fewer that two (2) counterparts, on their behalf personally or by a duly authorized representative, all as of the Effective Date of this Agreement.

SAINT MARY'S COLLEGE OF CALIFORNIA:

_____
Peter A. Michell, Vice President for Finance
Saint Mary's College of California

Date: _____

INSTITUTION:

_____
_____
_____

Date: _____