MILLS COLLEGE

PRACTICE TEACHING AGREEMENT

AGREEMENT

THIS AGREEMENT entered in this 27th day of August, 2019 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.

I. **Responsibilities of the District**

1. The DISTRICT has a responsibility to maintain a positive, respectful, and adequately resourced learning environment so that sound educational experiences can occur. Therefore, the DISTRICT will provide students and faculty with access to appropriate resources for student education including: a) access to students at DISTRICT facilities in an appropriately supervised environment; b) student security badges if necessary; c) access and required training for students in the proper use of electronic medical records or paper charts, as applicable; d) computer access if applicable.

2. The DISTRICT will retain full authority and responsibility for quality standards, in accordance with generally accepted standards conducive to satisfactory instruction. While in DISTRICT's facilities, students will have the status of trainees; are not to replace DISTRICT staff; and, are not to render unsupervised instruction and/or services. All services rendered by students must have educational value and meet the goals of the education program. DISTRICT and its staff will provide such supervision of the educational activities as is reasonable and appropriate to the circumstances and to the student's level of training.

3. The DISTRICT staff will, upon request, assist the COLLEGE in the assessment of the learning and performance of participating students by completing assessment forms provided by the COLLEGE and returned to the COLLEGE in a timely fashion.

4. The DISTRICT will provide for the orientation of COLLEGE's participating students as to the DISTRICT'S rules, regulations, policies, and procedures.

5. The DISTRICT agrees to comply with applicable state and federal workplace safety laws and regulations. In the event a student is exposed to an infectious or environmental hazard or other occupational injury while at the DISTRICT, the DISTRICT, upon notice of such incident from the student, will provide such emergency care as is provided its employees, including, where applicable: examination and evaluation by appropriate medical facility as soon as possible after the injury; emergency medical care immediately following the injury as necessary.
In the event that DISTRICT does not have the resources to provide such emergency care, DISTRICT will refer such student to the nearest emergency facility.

6. To the extent the DISTRICT generates or maintains educational records related to the participating student, the DISTRICT agrees to comply with the Family Educational Rights and Privacy Act (FERPA), to the same extent as such laws and regulations apply to the COLLEGE and shall limit access to only those employees or agents with a need to know. For the purposes of this Agreement, pursuant to FERPA, COLLEGE hereby designates DISTRICT as a College official with a legitimate educational interest in the educational records of the participating student(s) to the extent that access to the COLLEGE's records is required by DISTRICT to carry out the Program.

7. Upon request, the DISTRICT will provide proof that it maintains liability insurance in an amount that is commercially reasonable.

8. The DISTRICT will provide written notification to the COLLEGE promptly if a claim arises involving a student. The DISTRICT and COLLEGE agree to share such information in a manner that protects such disclosures from discovery to the extent possible under applicable federal and state laws.

9. The DISTRICT will resolve any situation in favor of its student's welfare and restrict a student to the role of observer when a problem may exist until the incident can be resolved by the staff in charge of the student or the student is removed. The DISTRICT will notify the COLLEGE'S course director if such an action is required.

10. The DISTRICT shall identify a site coordinator from among its staff who will communicate and cooperate with the COLLEGE's designated director to ensure faculty and student access to appropriate resources for the training experience.

11. The DISTRICT shall provide teaching experience through practice teaching in DISTRICT and classes of the DISTRICT not to exceed 16 semester units per student of practice teaching. Such practice teaching shall be provided in such Colleges 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.

12. 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.

II. Mutual Responsibilities

1. Representatives for each party will be established on or before the execution of this AGREEMENT.

2. The parties will work together to maintain an environment of high quality instruction. At the request of either party, a meeting or conference will promptly be held between COLLEGE and DISTRICT representatives to resolve any problems or develop any improvements in the operation of the training program.

3. The COLLEGE will provide qualified and competent individuals in adequate number for the instruction, assessment, and supervision of students using the COLLEGE facilities. The DISTRICT will provide qualified and competent staff members in adequate number for the instruction and supervision of students using the DISTRICT facilities.

4. The COLLEGE and the DISTRICT will not discriminate against any employee, applicant or student enrolled in their respective programs because of age, creed, gender identity, national origin, race, sex, sexual orientation or any other basis protected by law.

5. The COLLEGE, including its faculty, staff, medical students, and residents, and DISTRICT share responsibility for creating an appropriate learning environment that includes both formal learning activities and the attitudes, values, and informal "lessons" conveyed by individuals who interact with the student. The parties will cooperate to evaluate the learning environment (which may include on-site visits) to identify positive and negative influences on the maintenance of professional standards, and to conduct and develop appropriate strategies to enhance the positive and mitigate the negative influences. DISTRICT shall require its faculty and staff who interact with students to adhere to the expectations set forth in Exhibit A, and communicate student violations to the COLLEGE. COLLEGE agrees to require its students to adhere to the expectations set forth in Exhibit A.

6. DISTRICT may immediately remove from the premises and retains the right to suspend or terminate any student's participation at the DISTRICT. The DISTRICT will immediately notify the appropriate office of the COLLEGE if such an action is required and the reasons for such action. The COLLEGE may terminate a student's participation when, in its sole discretion, it determines that further participation by the student would no longer be appropriate. The COLLEGE will notify the DISTRICT if such action is required.

III. "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.

IV. . 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.

V. 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 them 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.

VI. At the end of each Mills semester, the College will issue certificates of continuing education credit to each San Leandro Unified College 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.

VII. The term of this agreement shall commence on the 24th day of August, 2019, and terminate on the 30th day of June 2023.

VIII. 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_____
Wendi S. Williams
Dean, School of Education
Mills College

By_____

Print Name_____

Title_____

San Leandro Unified School District

MILLS COLLEGE

ADDENDUM TO PRACTICE TEACHING AGREEMENT

1. Hold Harmless Agreement

The District shall defend, indemnify and hold the College, its trustees, 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.

2. Employment Disclaimer/Agency/Assignment/Notices

The students participating in the program will not be considered employees or agents of the DISTRICT or COLLEGE for any purpose. Students will not be entitled to receive any compensation from DISTRICT or COLLEGE or any benefits of employment from DISTRICT or COLLEGE, including but not limited to, health care or workers' compensation benefits, vacation, sick time, or any other benefit of employment, direct or indirect. DISTRICT will not be required to purchase any form of insurance for the benefit or protection of any student of the COLLEGE.

No Agency Relationship Between the Parties

Nothing in this Agreement is intended to or shall be construed to constitute or establish an agency, employer/employee, partnership, franchise, or fiduciary relationship between the parties; and neither party shall have the right or authority or shall hold itself out to have the right or authority to bind the other party, nor shall either party be responsible for the acts or omissions of the other except as provided specifically to the contrary herein.

Assignment

This AGREEMENT will not be assigned by either party without the prior written consent of the other.

Notices
All notices provided by either party to the other will be in writing, and will be deemed to have been duly given when delivered personally or when deposited in the United States mail, First Class, postage prepaid, to the persons and addresses designated below for each party:

For the College:

By _____
Wendi S. Williams
Dean, School of Education
Mills College

For the District:

By _____
Print Name
Title
San Leandro Unified School District

EXHIBIT A: TEACHER-LEARNER EXPECTATIONS

The COLLEGE holds in high regard professional behaviors and attitudes, including altruism, integrity, respect for others and a commitment to excellence. Effective learning is best fostered in an environment of mutual respect between teachers and learners. In the context of teacher education the term "teacher" is used broadly to include peers, full-time and volunteer faculty members, support staff, as well as others from whom students learn.

GUIDING PRINCIPLES:
Duty: Educators have a duty to convey the knowledge and skills required for delivering the profession's standard of teaching and also to instill the values and attitudes required for preserving the profession's social contract with its students.
Integrity: Learning environments that are conducive to conveying professional values must be based on integrity. Students and residents learn professionalism by observing and emulating role models who epitomize authentic professional values and attitudes.
Respect: Respect for every individual is fundamental to the ethic of teaching. Mutual respect is essential for nurturing that ethic. Teachers have a special obligation to ensure that students are always treated respectfully.

RESPONSIBILITIES OF TEACHERS AND LEARNERS:
Teachers should:

- Treat students fairly and respectfully
- Maintain high professional standards in all interactions
- Be prepared and on time
- Provide relevant and timely information
- Provide explicit learning and behavioral expectations early in a course or practicum

- Provide timely, focused, accurate and constructive feedback on a regular basis and thoughtful and
- timely evaluations at the end of a course or practicum
- Display honesty, integrity and compassion
- Practice insightful (Socratic) questioning, which stimulates learning and self-discovery, and avoid
- overly aggressive questioning which may be perceived as hurtful, humiliating, degrading or punitive
- Solicit feedback from students regarding their perception of their educational experiences
- Encourage students who experience mistreatment or who witness unprofessional behavior to report the facts immediately

Students should:

- Be courteous of teachers and fellow students
- Be prepared and on time
- Be active, enthusiastic, curious learners
- Demonstrate professional behavior in all settings
- Recognize that not all learning stems from formal and structured activities
- Recognize their responsibility to establish learning objectives and to participate as an active learner
- Demonstrate a commitment to life-long learning, a practice that is essential to the teaching profession
- Recognize personal limitations and seek help as needed
- Display honesty, integrity and compassion
- Recognize the privileges and responsibilities coming from the opportunity to work with students in educational settings
- Recognize the duty to place student welfare above their own
- Recognize and respect student's rights to privacy
- Solicit feedback on their performance and recognize that criticism is not synonymous with "abuse"

Relationships between Teachers and Students

- Students and teachers should recognize the special nature of the teacher-learner relationship which is in part defined by professional role modeling, mentorship, and supervision.
- Because of the special nature of this relationship, students and teachers should strive to develop their relationship to one characterized by mutual trust, acceptance and confidence. They should both recognize the potential for conflict of interest and respect appropriate boundaries.

For the College:

By _____

For the District:

By _____

Wendi S. Williams
Dean, School of Education
Mills College

Print Name
Title
San Leandro Unified School District