Mills College
5000 MacArthur Boulevard
Oakland, California 94613

MILLS
School of Education

RECEIVED
AUG 31 2011
SLUSD PERSONNEL

August 15, 2011

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 student teaching experiences in the San Leandro Unified School District schools for Mills College student teachers for the academic year 2011-2012. 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

PRACTICE TEACHING AGREEMENT

AGREEMENT

THIS AGREEMENT entered in this 15th day of August, 2011 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. The College will provide workers' compensation coverage for any student 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 1st day of August, 2011, and terminate on the 15th day of June 2012.

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 Katt Schultz
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 Kath Schultz

Katherine Schultz
Dean, School of Education
Mills College

By _____

Print Name _____

Title _____

San Leandro Unified School District

Patten University

Education Division

Karen Ensor, Ed.D., Associate Dean

RECEIVED

AUG

HUMAN

August 10, 2011

John Thompson
Senior Director, Human Resources
San Leandro Unified School District
14735 Juniper Street
San Leandro, CA 94579

Dear Mr. Thompson,

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 Leadnro schools. Enclosed is Patten University's Student Teaching Contract, to be renewed for 2011-2013. 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/jt

Enclosures

2433 Coolidge Avenue, Oakland, CA 94601
tel (510) 261.8500 ext. 7732 / 7772
fax (510) 535.0491

karen.ensor@patten.edu
james.coates@patten.edu
www.patten.edu



2433 Coolidge Avenue, Oakland, CA 94601
(510) 261-8500

Form No. PU 7-STC

Document No. **11-223**

AGREEMENT

THIS AGREEMENT entered in this ***15th*** day of **August, 2011** 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 2011-2013, 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, 2011** and terminate on the ***14th*** day of ***August*, 2013**.

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

Dr. Karen Ensor, Associate Dean

Dr. Ken Romines, 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.

Signature of Accounting Officer
Patten University