

## MEMORANDUM of UNDERSTANDING

---

### **Mills College**

### **School of Education and Alameda Unified School District**

This Memorandum of Understanding and Interagency Agreement (MOU or Agreement) for a Student Teaching Practica Program—applying to K-12 Teaching—is entered into by and between Alameda UNIFIED SCHOOL DISTRICT (District), a public school district in the State of California, County of Alameda, and MILLS COLLEGE (College), School of Education, a California nonprofit private institution of higher education.

#### **Teacher Education, K-12 Credentials**

**Multiple Subjects — Single Subjects — Designated Subjects — Education Specialist  
Including Added or Supplementary Authorizations  
and Teaching Practica**

---

#### **Article 1: Recitals**

- A. The California Education Code authorizes a public school district, in cooperation with an approved college or university, to establish agreements covering Programs for Practica and Induction Programs, applying to Teaching Credentials with respect to the following categories: K-12 Education— Multiple Subjects, Single Subjects, Designated Subjects, and Education Specialist, including Bilingual Education, Added or Supplementary Authorizations, and Early Completion Option.
- B. Alameda Unified School District (District) is a public school district in the State of California, and Mills College (College) is an institution of higher education approved by the California Department of Education (CDE) and the Commission on Teacher Credentialing (CCTC) for the approved university- and college-based programs, consistent with the purposes for which school districts are established and within the meaning of Education Code Section 44452.
- C. The College is accredited by the Western Association of Schools and Colleges, and its education credentialing programs have been approved by the California Commission on Teacher Credentialing (CCTC).
- D. The District is authorized to enter into an agreement with a state university, the University of California or any other university or college accredited by the State Board of Education, approved by the CDE and the CCTC, as a teacher education institution, to provide teaching experience (Student Teaching) through school-based Practica to students enrolled in teacher training and other education credentialing curricula of such

institutions.

- E. The District and the College wish to establish an Agreement for a Student Teaching Practica Program and Induction Program—applying to credentials for **K-12 Teaching in Multiple Subjects, Single Subjects, Designated Subjects, and Education Specialist, including Bilingual Education, Added or Supplementary Authorizations, and Early Completion Option** (credentials and certifications specified herein referred to as *Covered Programs, Program Categories, or Covered Categories*)—as provided in the California Education Code and meeting the provisions of the statutes and regulations of the CCTC, whereby students enrolled in the College’s preparation programs may be placed in Practica positions in District schools, clinical sites or departments. The College agrees to provide the preparation programs, and the District agrees to provide supervised on-site experience, under terms and conditions specified in this Agreement.
- F. Under this Agreement, the College may provide for the payment in funds or services or other valuable consideration for operations of the District in fulfillment of the terms of this Agreement, of an amount not to exceed the actual cost to the District of the services rendered.
- G. The College may determine, at its prerogative, to compensate, in any of the covered categories, appropriately credentialed Supervisors employed by the District, for all services required under this agreement pursuant to the supervision of practica (Student Teaching), by payment of honoraria, or by issuing continuing education units or credit hours, to the District employees who supervise College students. Such compensation by honoraria, if determined, will be based on the College’s current stipend amount, in any given year under this Agreement, for supervision of practica provided by the District employees pursuant to this agreement. Continuing education units or credits may be awarded according to College guidelines and processes.
- H. Any honoraria of payment provided herein will be transmitted by the College directly to Supervisors of student practica, no later than June 1 of each academic year, as compensation for and recognition of supervisory services performed.
- I. If the College exercises its prerogative to issue certificates of continuing education credit to District teachers who have supervised College students for the purpose of providing practica, the College will provide copies of those certificates to the District as evidence of compensation for services rendered by those Supervisors.

## **Article 2: Definitions**

- A. “Practice Student,” “Practica Student,” “Practice Teacher,” “Student Teacher,” “College Student” or “Candidate,” as used herein and elsewhere in this Agreement shall refer to a candidate enrolled in a credential program at the College in one of the Covered Categories, which leads to a Preliminary Credential, or to a Service Credential or who are otherwise enrolled in an undergraduate program at the College designed to prepare future teachers. College Students are assigned to District sites for practica in the credential

categories under consideration. Practica Students are not employees of the District.

- B. "Practice or Student Teaching," "Student Practicum or Practica," "Practicum or Practica," or "Practice" as used herein and elsewhere in this Agreement means active participation, commensurate with the credential Field Course, in the duties and functions or practice service in any of the covered categories (e.g. classroom teaching), at a District school site, clinical site, or in a District department, under the direct supervision and instruction of employees of the District holding valid life diplomas, clear credentials, or other applicable certifications issued by the State Board of Education, other than Emergency, Intern, or Provisional Credentials, authorizing them to serve as practitioners-of-record in the respective covered categories, in the schools, classes, clinical sites, or departments in which the Practica are provided.
- C. "College Supervisor," "College Academic Supervisor," "Clinical Academic Supervisor," "College Field Supervisor," or "Supervisor" in this context shall refer to a representative of the College meeting the criteria established by the College for this position. The Supervisor may be retired from the District or hold an applicable position within the District and work in an Adjunct Faculty relationship with the College. Criteria for Supervisor, respective to the credential program under consideration, are: Master's degree in the covered category preferred; at least five (5) years of professional service experience required, with two (2) years in the District preferred. Candidates shall make application to the College according to its requirements and through its processes.
- D. "District Supervisor," "Supervisor," "Supervising Teacher," "Master Teacher," "Practicum Supervisor," or "Cooperating Teacher" or "Mentor Teacher" shall refer to an employee of the District, in a current position-of-record, respective to the credential or authorization under consideration and meeting the criteria established by the District for this position (e.g. Teacher Supervisor, Master Teacher), holding a valid life diploma, credential or other applicable certification issued by the State Board of Education, other than Emergency, Intern, or Provisional credentials, authorizing her or him to serve as a practitioner in the Covered Category under this Agreement and applicable to the practicum, in the schools or classes in which the practicum is provided. Criteria for Supervisor, respective to the specific credential programs, are: Master's degree in the Covered Category preferred; at least five (5) years of professional service experience required, with two (2) years in the District preferred. Candidates shall make application to the College according to its requirements and through its processes.
- E. "Practica Assignment" provisions and guidelines, and activities and parameters regarding them, as used herein and elsewhere in this Agreement for elementary and secondary schools, District departments, or educational clinical sites, are defined as follows:

General Provisions and Guidelines for Practica:

- i. College students shall be allowed to observe and participate in prospective District schools, classrooms, clinical sites, or departments prior to the assumption of practica.

- ii. College students shall be allowed the opportunity and time to participate in site activities from the beginning to the end of the academic year.
- iii. College students shall be allowed ample opportunity and time to participate in multiple placements per elementary school, middle school, high school, or other relevant sites or departments.
- iv. College students shall be allowed ample opportunity to work in schools, classrooms, or clinical sites with populations of English Language Learners in ethnically diverse schools or other sites, as appropriate.
- v. College students shall be allowed at least 20-25 hours per week for elementary and secondary education candidates for work in specified site(s). College students should be allowed to complete their required Performance Assessment for California Teachers (PACT) or any other Assessment that may be required by the CCTC.
- vi. College students in elementary and secondary school placements will commit to experience at least four (4) full weeks, full days, of practica.
- vii. For Adult Education Schools, College students should be allowed approximately thirty (30) minutes of practica daily, three (3) days per week during regular sessions.
- viii. College students shall participate in activities in schools, other appropriate sites, or departments for the number of weeks specified by the College program, per semester of practica.
- ix. College students engaged in an experiential immersive placement through any other College undergraduate programs may be involved in such programs where there is no expectation by the University that all of the above guidelines will be applied to such placements as these University students are pre-credential undergraduates.

Provisions and Guidelines for Practica Specific to this Agreement:

- i. The number of semester units of practica to be provided for each student of the College assigned to practica under this agreement shall be determined by the College.
- ii. An assignment of a student of the College to practica in schools, classes, or other sites or departments of the District shall be at the discretion of the College subject to approval by the District. Assignments may range from approximately four (4) to nine (9) weeks, or for approximately eighteen (18) weeks, given a full semester, or for a period of time otherwise determined at the prerogative of the College and specified under the College program. A student may be given more than one practicum assignment by the College for practica in such schools, classes, or other sites or departments.
- iii. The assignment of a student of the College for practica 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.

- iv. In the event the assignment of a student of the College to practica is terminated by the College for any reason, the District or District employees providing services, according to the prerogatives provided in this Agreement, shall receive compensation as payment, honoraria, or continuing education credit hours in an amount representing time actually devoted to supervision of the College student practica under consideration, except that if such assignment is terminated within one week of the last week of the term of the assignment, compensation shall be made for an assignment of nine (9) weeks or eighteen (18) weeks, or whatever time frame applies according to the College program. Practicum Supervisors must work directly with the College, according to College policies, in order to receive compensation.
- v. Absences of students from assigned practica shall not be counted as absences in computing the semester units of practica provided to College students by the District or Practica Supervisors, in order to avoid adjusting compensation for supervision should absences occur. Compensation to the Practica Supervisors will be based on semester units and not on actual hours of College student (e.g. Student Teacher) attendance at the assigned practica sites. Assignment of actual credit for attendance earned by College practica students in the District, as semester units, is the prerogative of the College.

Based on these recitals and definitions, the District and the College agree as follows:

### **Article 3: Terms of Agreement**

1. **Term of Agreement — Amendment, Renewal, Termination:** **The term of this Agreement shall be five (5) years, from August 1, 2018 through July 30, 2023,** effective upon execution by the authorized representatives of both parties. This Agreement shall be reviewed annually, and may be amended and renewed by mutual written consent. This Agreement shall continue in force, provided that either party may terminate this Agreement, with or without cause, at any time, upon thirty (30) days prior written notice to the other party.

In the case of termination of this Agreement, all College Students already enrolled in and participating in Practica placements in District schools, clinical sites, or departments, as of the date of termination or expiration of this Agreement, shall be permitted a period of time not to exceed six (6) months from the date of the notice of termination during which to complete their Practica placements with the District.

### **Article 4: Practica Student Eligibility**

2. **Program Requirements:** Each College student (credential candidate) accepted for Practica in the District must have met the following qualifying criteria:
  - a. Baccalaureate degree, or advanced degree from an accredited institution of higher education (IHE), documented by official transcripts, with a minimum GPA of 3.0 in the last sixty (60) units.
  - b. Passage of an examination which has been determined by the CCTC to meet the

California Basic Skills requirement; and verification of subject matter competence by completion of an approved program, or by a course waiver from an accredited university under the guidelines of the CCTC, or passage of: (1) the CSET in the area of applicable subject matter, and (2) other exams as may be required by the California Department of Education or the California Commission on Teacher Credentialing.

- c. If applicable, BCLAD Candidates must have passed a written and oral exam and have completed academic coursework in their identified non-English language area.
- d. Each Candidate, before assuming responsibility for full-time Student Teaching in a practicum setting in the second semester—shall have a minimum of one hundred twenty 120 hours of verified pre-service coursework, of which forty-five (45) hours will be related to English Language Learners (ELL), as well as forty-five (45) hours of experience with students, including those who are English Language Learners in educational settings; or a current Preliminary or Clear Credential valid EL Authorization; or passing score on the CTEL Exam.
- e. Each Candidate shall have passed CCTC-approved U.S. Constitution coursework or examination(s).
- f. Screening by College staff, which may include the following: a personal interview; written self-evaluation regarding teaching and learning, as applicable to the credential program under consideration; and verification of coursework and prior experience with K-12 students in a multicultural, multilingual setting.
- g. Interview with a College Academic Supervisor and a lead faculty member for the applicable credential program (“Program”).
- h. For Candidates to be assigned to Practica, admission to the College’s applicable School of Education Credential Program. Recommendation for student practica by a College designee.
- i. Interview and screening by College or District staff, as determined by District protocols, including a background check — paper screening, and fingerprint clearance from the Department of Justice and the Federal Bureau of Investigation — and approval by personnel of District Division of Academics and Social Emotional Learning (ASEL), which includes the Office of Educator Effectiveness (OEE), and the department of New Teacher Support (NTS), and by school-site administration.
- j. Evidence of negative tuberculosis test performed no more than six months prior to Practica Student’s start date. For interns, negative tuberculosis test performed in accordance with California Education code.

### **Article 5: Placement of College Students for Practica**

- 3. Placement of College Students for Practica: College students, certified as qualified and competent by the College to serve as Practice Students in any of the Covered Categories, may, at the District’s discretion, be accepted and assigned to its schools for purposes of Practica. The College and the District may coordinate the process of selection and placement of Practica Students. The College reserves the right to make the final determination on any Candidate’s acceptance into the relevant Credential Program (“Program”) at the College. The District reserves the right to accept or reject the placement of any Practica Student in a District school, clinical site, or department. Neither the College nor the District shall

discriminate in the selection of, or acceptance or participation by, any Candidate pursuant to this Agreement because of race, color, national origin, religion, sex, sexual orientation, handicap, age, veteran's status, medical condition, marital status, or citizenship, within the limits imposed by law.

The District may, for good cause, refuse to accept for practica experiences, in any of the Covered Categories, any student of the College assigned by the College to applicable practica duties in classrooms, schools, departments, or clinical sites of the District. The College may, for good cause, terminate the assignment of any student of the College to respective practica assignments or functions in the District.

4. Assignment of College Students to Practica: Assignment of a student of the College to practica 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 notice of assignment card or other document given by the College putting such assignment into effect, but not earlier than the date of such assignment as shown.

In the event the assignment of a student of the College to practica is terminated by the College for any reason, the Supervising Teacher or other relevant District Supervisor, in consideration of the prerogatives and provisions specified in this Agreement, shall receive compensation for supervision on account of such student as if there had been no termination of the assignment; except that if such assignment is terminated before the end of the ninth week of the term of the assignment, the Supervisor shall receive payment for an assignment of nine (9) weeks only. If a student is assigned by the College to another District Supervisor after an assignment has become effective, this shall be considered for payment purposes as an entirely new and separate assignment.

5. Duration of Practica Placement: In the case of expiration or termination of this Agreement, all students of the College placed in the District for purposes of Practica as of the date of termination or expiration of this Agreement shall be permitted to complete their Practica placements with the District.

However, a Candidate who performs below acceptable District or College standards for practica in any of the covered categories, after appropriate support and advice efforts have been exhausted, may be removed from a practicum placement by the District or the College and/or be removed from the Program by the College except that a Candidate may be removed immediately for unprofessional conduct. In the case of a Candidate's removal from the practicum assignment or the Program by either the District or the College, respectively, either party shall provide immediate written notification to the other. All services provided by the College and the District pursuant to this Agreement shall terminate upon a Candidate's removal from the District or termination of participation in the Program.

Absences of College students from assigned practica shall not be counted as absences in computing the semester units of practica provided to College students by the District or District Supervisors, in order to avoid adjusting compensation for supervision should absences occur. Compensation for supervision is to be based on semester units and not on actual hours of attendance. Computation of actual attendance, for credit as semester units, by student teachers is the prerogative of the College.

## **Article 6: Practica Student Status and Responsibility**

6. **College Practica Student Status:** The College student assigned to Practica shall be considered only a student of the College and not a District employee for any purposes. However, if a qualified Student Teacher under College supervision is requested by the District to serve as a Substitute Teacher for the Master Teacher otherwise providing direct practicum supervision, in that particular District assignment, and obtains the appropriate permit, the College allows such a placement, during the spring semester only, for a maximum of eight (8) days.
7. **College Practica Student Responsibility:** The College student assigned to Practica is expected to fulfill responsibilities and perform relevant activities in the credential category under consideration as assigned by the College Supervisor and the District Supervisor in collaboration. In consideration of Practica Student status, the Practica Student should not be assigned or expected to participate in extraordinary school duties or school committee responsibilities, except as may be determined instructive by the College Supervisor and the District Supervisor in collaboration (e.g. extracurricular activities associated with teaching, counseling or administrative responsibilities; participation in circuit, department or faculty meetings; parent or teacher conferences, as appropriate). Practica Students should not sponsor or coach extra-curricular activities. A Practica Student may request not to attend District or school meetings that conflict with Program activities or other responsibilities at the College.

## **Article 7: District Curricula, Performance Standards; Practica Student Evaluation**

8. **District Curricula and Programs:** The District establishes instructional programs and guidelines for curriculum design and implementation, in cooperation with classroom teachers, who are expected to apply personal perspectives, intelligence, creativity, and knowledge of content and practice.
9. **District Performance Standards:** The District establishes performance standards for all teachers, including Student Teachers, within the framework of the California Standards for the Teaching Profession (CSTP), and other standards of the California Commission on Teacher Credentialing and the California Department of Education for teaching assignments. Student Teachers may be observed and evaluated by administrators, according to District procedures, in collaboration with the College Supervisors, with reference to those standards, for the purpose of ensuring effective instruction of District students, and may be evaluated by their supervising site and/or department administrators, according to District procedures, with reference to those standards, for the purpose of potential employment in the District.

College students assigned to Practica in the District are expected to be evaluated by their College and District Supervisors with regard to College, District and State

standards. Such evaluation will be for the purpose of continuation in the College Program or in practica assignments, with consideration ultimately concerning the recommendation of the College student for the Preliminary Credential in the relevant credential category.

### **Article 8: Practica Supervision and Program Support**

10. **Practica Supervision and Support:** The District and the College will each provide qualified support for Practica Students. The College will provide a qualified College Supervisor, and the District will provide a qualified District Supervisor (e.g. Master Teacher/Cooperating Teacher/Mentor Teacher) to assist each Candidate in the Program in developing competencies with regard to design and delivery of curriculum and classroom management practices, pupil personnel services, or administrative services, as applicable to the credential program under consideration.

The District and the College will determine independently the qualifications of their respective Supervisors. The College will be responsible for designating its own Supervisors for its Candidates. The District and the College will be responsible, in cooperation, for identifying qualified District Supervisors with whom Practica Students may be placed, with final determination of placement the prerogative of the College. The College will conduct training of designated District Supervisors, given frameworks and guidelines of the College Program.

The College will provide trained and qualified Supervisors, who are familiar with and understand the District schools, to support, observe and assess Practica Students in their assignments on a regular schedule appropriate to the needs of the Candidate and the school. The College shall provide training for all College Supervisors. College Supervisors may consult regularly with District Supervisors and site or department administrators, and will inform District personnel of any changes in the Candidate's program, preparation schedule, or status within the College, as permitted under the Family Educational Rights and Privacy Act (FERPA) of 1974.

The supervision plan for Candidates will be the College's supervision plan for its credential program students assigned to Practica, which will consider the needs and assets of the Candidate and of the individual school sites, clinical sites, or departments. It is the prerogative of College Supervisors to offer distance supervision of Practica Students; such supervision may make use of various means of electronic communication, such as videography or other technologically appropriate formats. If such electronic means are to be implemented in the classroom of a Master Teacher or another District Supervisor, the Master Teacher or District Supervisor must approve its use in that context.

The District will provide highly trained and qualified District Supervisors, who are recognized for successful experience in the credential category under consideration, who have approval of site or department administrators, and who may be recommended by the professional field support staff of the District, including the Division of ASEL, the OEE, and New Teacher Support (NTS), according to NTS recruitment, professional development, and

service guidelines for the Supervisors or Coaches in its support programs.

### **Article 9: Practica Student Orientation and Professional Development**

- 11. Program Orientation:** Prior to the beginning of the Candidate's teaching experience at the District, the College will hold Program orientation meetings or seminars for all Candidates.

The College also may offer training seminars that may be attended by District Supervisors or other District field support staff, including staff from ASEL and OEE, and including NTS. College representatives may review techniques of supervision, procedures for conducting observations and providing assistance, may introduce forms used in the Program, communicate seminar schedules, and offer further training and materials to District site Supervisors. In addition, the contents of any College *Program Handbook* — the parameters of practica, roles and responsibilities, special assistance procedures, and pertinent College policies and procedures — may also be reviewed with Practica Students and District site Supervisors.

NTS staff or other District field support staff may also attend College orientation meetings for the purpose of informing Practica Students about the role of the Division of ASEL and the OEE, NTS primarily, in on-site support processes once a candidate is placed in the District.

- 12. District Professional Development Programs:** With agreement of the College Supervisor, the District may include Practica Students in appropriate District support programs and provide training in regularly scheduled staff development activities. Practica Students may elect to participate in any professional development opportunities within the District, including those programs managed by the Division of ASEL or the OEE, or by another District division responsible for instructional services, and those programs managed specifically by NTS or other relevant District departments.

### **Article 10: Responsibility for Academic Program and Evaluation of Practica Students**

- 13. Academic Responsibility:** The College shall have exclusive control over all academic issues involving the Program, which shall include, without limitation: selection of course content and required textbooks; delivery of instructional programs; selection and approval of faculty; admission, registration, and retention of Candidates as students; evaluation of a Candidate's prior experience and education; evaluation of a Candidate's academic progress; scheduling of courses; awarding of academic credit; and conferring of academic degrees.
- 14. Academic and Performance Evaluation of Practica Students:** Academic assessment is a function of College courses designed for the specific credential categories covered in this Agreement and the Field Experience (Practica) course or any other program component designed by the College. Students engaged in practica will pre-assess their skills in the credential category under consideration, develop a plan for growth, and assess their growth at the close of the course with the College Supervisor. No evaluative academic assessment will be considered the responsibility, either in whole or in part, of the District Supervisor, who works with the Candidate for the purpose of practical instruction and formative assessment.

The District Supervisor will provide a written evaluation of the College Student's performance in the practical components of the assignment (e.g. classroom teaching) concerning the Candidate's readiness for independent professional practice, which will be provided to the College Supervisor of the Candidate.

15. Summative Performance Evaluation: At the end of each semester or at the completion of a practicum assignment, or otherwise according to the College's Program, the College Supervisor will complete a summative performance evaluation of the Candidate, addressing College Program guidelines, CCTC program standards, and District evaluation protocols in the Covered Categories, and make a recommendation concerning the Candidate's readiness for independent professional practice, which will be given to the College's Program managers. This performance evaluation will contribute to the determination of the Candidate's standing and competence relative to the California Commission on Teacher Credentialing program standards for the specific credential the Candidate is seeking to obtain. Any assessment forms, letters of recommendation, or other narratives requested by the College and completed by the District Supervisor, in this vein, will be delivered to College Supervisor as part of the Candidate's records, will belong to the College as part of the Candidate's student records, and will be kept on file at the College.

Any assessment forms, letters of recommendation, or other narratives that are part of the formative assessment process of the District will belong to the District as part of the Candidate's records regarding the particular District assignment. The District Supervisor may make available to the College Supervisor any additional relevant information from the District formative assessment that may have bearing on the assessment by the College of the Candidate, concerning a recommendation for the Preliminary Credential and the possibility of the Candidate's future employment by the District for a position in any of the Covered Categories.

#### **Article 11: Payment or Other Compensation for District Supervisors**

16. Payment of Honoraria or Other Compensation for District Supervisors or the District: If an honorarium is to be paid to a District Supervisor for the assignment of a Practica Student in Covered Categories, an honorarium form and a vendor form will be sent to the District Supervisor to be completed, signed, and returned to the College. The College will process the honorarium form at the end of the semester in which the College student was supervised. The Supervisor may receive other compensation for and recognition of services, at the prerogative of the College, as outlined in *Article 1* of this Agreement, once all required materials and summative evaluations for the College student have been submitted to the College by the District Supervisor or Supervising Teacher.

Notwithstanding any other provisions of this Agreement, the College shall not be obligated by this Agreement to pay the District or District Supervisors any amount in excess of the honoraria, at the prerogative of the College and calculated according to College policies for supervision of practice teaching or clinical or administrative internship or practica, as determined by the College, and as defined in these provisions, for students actually placed.

#### **Article 12: District and College Insurance**

**17. Acknowledgment of Insurance Status:** This Agreement acknowledges that the District is permissibly self-insured for all required coverages. The College will provide a Certificate of Insurance, issued by the Insurer, naming the District as an Additional Insured, attached to this Agreement. The District and College each agree to keep in full force and effect, during the term of this Agreement, insurance to meet their respective obligations and liabilities hereunder. Such insurance shall include but not be limited to the following:

- a. Commercial General Liability, Professional Liability, and Automobile Liability for bodily injury, personal injury and property damage;
- b. Workers' Compensation coverage with statutory limits; and
- c. Employers Liability coverage.

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, employees, or agents.

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, employees, or agents.

### **Article 13: Development of Resources**

**18. Development of Resources and Joint Efforts:** The College and the District are committed to the joint development of future resources that benefit the College Program and the District schools, faculties and student bodies, and College Credential programs generally, including any components regarding the assignment of College students to practica in District schools, or to internships, as District employees, considering the provisions of this Agreement. This may involve joint participation in grant writing, joint sponsorship of teacher education events, reciprocal permission for the use of facilities, consistent with standard policies and procedures governing the use of any such facilities and on the same terms and conditions as may apply generally to outside users, and active participation in professional advisory or steering committees, given any institutional restrictions or prerogatives of either party.

### **Article 14: Labor Disputes in the District**

**19. Obligation of Neutrality:** The College is obligated to maintain neutrality in any labor disputes of the District, to ensure that all field experiences in such contexts will be

educationally valid for students of the College, to avoid placing College students in situations in which there may be risk of personal injury, and to avoid interfering with students or employees of the District engaged in instructional or administrative programs of the District.

20. College Student Placements in the Event of a Labor Dispute: In the event of a labor dispute in the District, College students involved in education Field Practice programs shall report to the College until the College's Director of Field Practice has assessed the situation and made a determination regarding the students' placements under the circumstances.
21. College Supervision During a Labor Dispute: During a labor dispute at the District, College faculty members who supervise College students will visit relevant District sites on a regular basis to observe activities, to meet with District personnel, as permitted under District policies, and to determine whether, from the perspective of the College, the situation remains educationally valid and physically safe for students of the College engaged in Field Practice.
22. Continuation of Field Experience During a Labor Dispute: During a labor dispute at the District, if, in the determination of the College Director of Field Practice and from the perspective of the College, the situation is educationally valid and physically safe, and the District Field Supervisor is present in his or her regular position, the College Director of Field Practice will allow College students the option of continuing the field experience at the assigned site or of suspending or terminating the assignment.
23. College Students Employed as Interns: Provisions concerning placement and supervision of College students engaged in Field Practice, herein under *Article 14*, regarding labor disputes in the District, do not apply to College students who, during the period of a dispute, are employed as Interns by the District and thereby placed in District positions, even though Interns may be enrolled in practica courses aligned with their credential or certificate programs, insofar as Interns are governed by the terms of their District employment, including provisions for the collective bargaining unit that represents them.

#### **Article 15: General Considerations**

24. Relationship of Parties: Nothing in this Agreement is intended nor shall be construed to create an employer/employee relationship, or a joint venture, partnership or agency relationship, except as specified in the provisions, between the College and the District.
25. Publicity: Neither the College nor the District shall cause to be published or disseminated any advertising materials, either printed or electronically transmitted, which identifies the other party or its facilities with respect to this Agreement, without the prior written consent of the other party. In addition, neither party may use the names, logos, or trademarks of the other party without its prior written consent.
26. Records: It is understood and agreed that all employment records shall remain the property of the District; and all student Candidate records, including Candidate portfolio assessments, will remain the property of College. The District acknowledges that the education records of College students assigned to the District are protected by the Family Educational Rights and

Privacy Act (FERPA), 20 U.S.C. §1232g. The parties agree to comply with the requirements of FERPA and its implementing regulations at 34 C.F.R. Part 99 and to protect the privacy of education records concerning any College student assigned to the District under this Agreement. With regard to this provision, the District may transmit, share or disclose specified education records, with the written consent of College students affected, to other school officials of the College who have a legitimate educational interest in those education records. Other disclosures regarding education records, as well, shall require the written consent of any affected College student and the College. Disclosures regarding the employment or employee-performance records of any College student in his or her capacity as a District employee shall require the written consent of the College student who is in service as a District employee.

Academic artifacts created by a Student Teacher during practica for purposes of College coursework remain the property of the Student Teacher and the College.

27. Entire Agreement and Severability: This Agreement contains the entire agreement between the District and the College, and all prior or contemporaneous agreements, understandings, representations, and statements, whether oral or written, are merged herein. No modification, waiver, amendment, discharge, or change to the Agreement shall be valid unless provided in writing and signed by authorized representatives of both parties, as described in Article 3, "Term of Agreement." If a court or arbitrator holds any provision of this Agreement to be illegal, unenforceable, or invalid, the remaining provisions will not be affected.
28. Assignment: Neither the College nor the District shall assign its rights or delegate its duties under this Agreement without the prior written consent of the other party.
29. Notices: All notices, demands, or other communications given under this Agreement shall be in writing and sent to the addresses listed below (unless a party has changed its address by giving notice), and will be effective upon receipt if delivered by personal or overnight mail or ~~facsimile~~, or effective three (3) days after mailing if by United States certified mail, return receipt requested. Electronic mail and telephone contact, given that e-mail or voicemail messages are acknowledged as received, are considered acceptable for ordinary communications concerning the daily execution of the terms of this agreement.

#### **COLLEGE**

Sharlene Shah, Program Coordinator and Credential Analyst, School of Education  
5000 MacArthur Boulevard, Kimball 105  
Oakland, CA 94613  
Telephone: 510.430.3146  
Mobile: 310.428.2381  
~~Facsimile: 510.430.3379~~  
E-mail: [sshah@mills.edu](mailto:sshah@mills.edu)

Alison McDonald, EdD  
Acting Dean, School of Education

Telephone: 510.430.3148  
E-mail: [amcdonald@mills.edu](mailto:amcdonald@mills.edu)

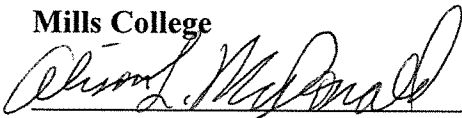
## DISTRICT

30. Representations: Each party represents that: (a) it will abide by all applicable federal, state, or local statutes or regulations; (b) the individual signing this Agreement has the authority to do so; and (c) it has the ability and authority to perform each of its obligations under this Agreement. These representations will continue with respect to this Agreement, as long as the Agreement remains in force.

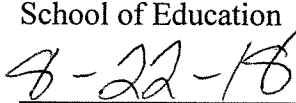
31. General Provisions: The Agreement: (a) shall be binding and enforceable by the parties and their respective legal representatives, successors, or assigns, but not by any individual or organization not a party to this Agreement; (b) may be executed in counterparts and effective with original or facsimile signatures, but which together shall constitute one instrument; (c) shall be governed by applicable law of the State of California; and (d) has been executed as indicated below.

32. Third Party Rights. This Agreement is not intended to create any rights or interests for any other person or entity other than the District or the College.

**Mills College**



Alison McDonald, EdD  
Acting Dean, School of Education  
School of Education



Date

**Alameda School District**

Date

Date

---

Date