

# Patten University

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(510) 261-8500

Form No. PU 7-STC

Document No. 17-213

## AGREEMENT

THIS AGREEMENT entered in this 15th day of October, 2015 by and between Patten University, hereinafter called the University, and the Mt. Diablo Unified School District of Contra Costa 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 2015-2017, Mt. Diablo 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 15<sup>th</sup> day of October, 2015 and terminate on the 14<sup>th</sup> day of August, 2017.

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.

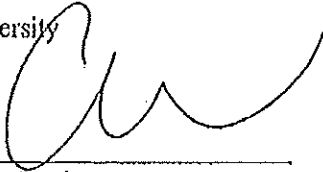
IX.

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 (\$1200).

Execution of this contract is hereby requested:

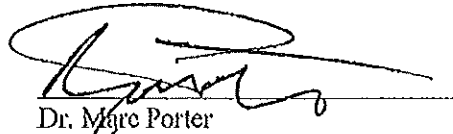
Mt.Diablo Unified School District

Patten University



Dr. Abraham Ruelas  
Department of Education, Chair

Assistant Superintendent of Personnel  
Director



Dr. Marc Porter  
Dean of Academics

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