



**Touro University California
Graduate School of Education**

1310 Club Drive
Mare Island
Vallejo, CA 94592
(707) 638-5246

**Partnership Field Practicum Agreement
Administrative Services Credential (Preliminary/Intern and Clear Induction): Field
Experiences and Internships**

**Between
Mount Diablo Unified School District
and
Touro University California Graduate School of Education**

This Agreement is entered into by Touro University California's Graduate School of Education ("Touro" or "University") and the Mount Diablo Unified School District ("District") for the purpose of specifying the terms under which Preliminary Administrative Services Credential candidates of the University will be completing clinical field experiences in District schools and Coaches for Clear Induction Administrative Services Credential candidates will be providing job-embedded coaching in district schools and offices, wherever the administrative candidate is assigned.

Field Assignment Administrative Services Students:

The District agrees to:

1. Provide University students administrative experience in schools and programs operated by the District, under the direct supervision of employees of the District (Site Mentor). Field assignments require students to participate in all the duties and functions of an administrator.
2. Allow students of the University to observe and participate in District classrooms, offices, and other facilities.
3. Allow students of the University to complete and be assessed on the California Professional Standards for Educational Leaders as required by the California Commission on Teacher Credentialing.
4. Identify Site Mentors who hold valid administrative credentials issued by the CCTC and who meet the standards of Effective administration and leadership as established by the District.
5. Determine, by mutual agreement with the University, the length and placement of the field experience assignments for individual students.

Touro agrees to:

1. Assess student readiness for field assignments only for those students who meet University and state requirements.
2. Provide supervision and monitoring of students by University Supervisors.
3. Provide program information and orientation to Site Mentors selected by the District.

4. Determine, by mutual agreement with the District, the length and placement of the field experience assignments for individual students.
5. Provide a forum for discussing needs of the District and identifying University responses to those needs by appointing a District representative to the Graduate School of education's Advisory Council.

Intern Administrators

The District agrees to:

1. Assign the Intern in accordance within the authorization of the Intern credential issued by the CCTC.
2. Assign the Intern to all duties as other contracted administrators at the school or district site. The Intern receives salary and benefits based on the District's current agreements with the authorized collective bargaining agent, if applicable, or the current certificated administrative salary schedule and benefit package.
3. Identify and assign a Site Mentor to the Intern to provide on-site guidance, support, and feedback. Whenever possible, Site Mentors will currently be providing administrative services or have recent administrative experience in the school or department assignment of the Intern. Site Mentors will hold valid Professional Clear Administrative Services Credentials issued by the CCTC and meet the standards of effective administration and leadership as established by the District.
4. Allow students of the University to complete and be assessed on the California Professional Standards for Educational Leaders as required by the California Commission on Teacher Credentialing.
5. Comply with the requirements of state law in hiring Interns, including Intern supervision and non-displacement of certificated employees.

Touro University agrees to:

1. Submit required documents to the Commission on Teacher Credentialing in order to obtain Intern Administrator status for a University student who is hired in a regular contracted position with the District.
2. Verify that the Intern possesses the appropriate prerequisite credential.
3. Verify that the Intern passed the California Basic Educational Skills Test prior to assuming Internship administrative responsibilities.
4. Verify that the Intern has had at least five years of successful teaching or other CCTC approved service prior to assuming Internship administrative responsibilities.
5. Keep District informed in writing of any changes to the credential status of University students employed by the District as Interns.
6. Provide supervision and monitoring of Intern Administrators by University Supervisors.
7. Provide program information and orientation to Site Mentors selected by the District.

Clear Induction Program

The District agrees to:

1. Assign the Clear Administrative Services Credential candidate in a leadership position which requires the preliminary administrative services credential.
2. Assign the Clear Administrative Services Credential candidate to all duties as other contracted administrators at the school or district site. The Clear Administrative Services Credential candidate receives salary and benefits based on the District's current agreements with the authorized collective bargaining agent, if applicable, or the current certificated administrative salary schedule and benefit package.
3. Identify and assign a Site Mentor to the Clear Administrative Services Credential candidate to provide on-site guidance, support, and feedback. Whenever possible, Site Mentors will currently be providing administrative services or have recent administrative experience in the school or department assignment of the Intern. Site Mentors will hold valid Professional Clear Administrative Services Credentials issued by the CCTC and meet the standards of effective administration and leadership as established by the District.
4. Allow students of the University to complete growth goals aligned to the California Professional Standards for Educational Leaders as required by the California Commission on Teacher Credentialing.
5. Allow university assigned coaches to shadow Clear Administrative Services Credential candidates in their typical work duties, including any and all leadership, faculty, parent, and community meetings relevant to their role. For confidential meetings, the coach and candidate will secure permission of the meeting participants in order for the coach to shadow the candidate.
6. Comply with the requirements of state law in hiring administrators.

Touro University agrees to:

1. Verify that the Clear Administrative Services Credential candidate possesses the appropriate prerequisite credential.
2. Provide supervision and monitoring of Clear Administrative Services Credential candidates by University Supervisors.
3. Provide program information and orientation to Site Mentors selected by the District

Term of Agreement: This Agreement shall be effective immediately upon execution by the parties hereto and shall continue in effect for a term of three (3) years from the date hereof at which time it will be automatically renewed for additional periods of one year on the same terms and conditions unless 90 days written notice of termination is given by either party. This Agreement may be terminated by either party, for cause, on ninety (90) days' written notice to the other party, *provided, however*, that the non-breaching party shall have an opportunity to cure any claimed breach prior to such termination. In the event of termination, field assignment students and Intern Administrators placed in the District's system shall be permitted to complete their fieldwork placements notwithstanding such termination.

No Discrimination.

The parties agree not to unlawfully discriminate against any participant in the assignment on the basis of race, color, creed, religion, sex, age, national origin, disability, sexual orientation, ability to pay, marital status, legally defined handicap or veteran status, or any other protected class. Each party shall pay its own costs associated with the student teacher or Intern placement.

Indemnification:

A. Touro will indemnify, defend and hold District and its employees, officers, directors, associates, agents, and representatives harmless from and against any and all loss, damage, liability or claims (including, without limitation, reasonable costs and expense of litigation and reasonable attorneys' fees) (collectively "Claims") arising from the negligent acts or omissions of Touro, its students, employees, agents, and representatives in connection with this Agreement, provided that the indemnities herein do not extend to Claims arising from or in any way related to the negligent acts or omissions of District, its affiliates, subsidiary or successors, now existing or hereinafter created, and each of their respective employees, officers, directors, associates, agents, and representatives.

B. District will indemnify, defend and hold Touro and its students, employees, officers, agents, and representatives harmless from and against any and all loss, damage, liability or claims (including, without limitation, reasonable costs and expense of litigation and reasonable attorneys' fees) arising from or related to the negligent acts or omissions of District and its affiliates, subsidiaries or successors, now existing or hereinafter created, and each of their respective employees, officers, directors, associates, agents, and representatives in connection with this Agreement, provided that the indemnities herein do not extend to Claims arising from or in any way related to the negligent acts or omissions of the Touro, its Students, employees, officers, agents and representatives.

C. Each party shall indemnify the other party against claims, losses, liabilities and costs and expenses (including reasonable attorneys' fees) arising out of the breach of this Agreement.

D. The parties' indemnification obligations are conditioned on the following: (a) the indemnified party must provide the indemnifying party with: (i) prompt written notice of such claim (but in any event notice in sufficient time for the indemnifying party to respond without prejudice); (ii) the exclusive right to control and direct the investigation, defense and settlement (if applicable) of such claim; except that the indemnified party may participate in such defense at its own cost; and (iii) all reasonable necessary cooperation at the indemnifying party's expense in defending the claim; and (b) the indemnifying party will not settle any indemnifiable claim without the indemnified party's prior written consent to the extent such settlement requires the indemnified party to admit any liability or pay any amount not reimbursed by the indemnifying party.

E. The indemnification obligations provided herein survive expiration or sooner termination of this Agreement.

Arbitration: Any and all disputes arising out of or relating to this Agreement shall be settled through expedited binding arbitration before a single arbitrator (who shall be an attorney knowledgeable about matters relating to this Agreement) and shall be conducted at and by the American Arbitration Association (“AAA”) or its successor in accordance with its rules and procedures in the offices of District. The arbitrator shall be vested with determining all matters surrounding this Agreement. The costs of such arbitration shall be borne equally by the parties with each party bearing its own attorneys’ fees and any costs associated with presenting its proof. Judgment upon the award shall be final and binding on the parties and may be entered in any court of competent jurisdiction.

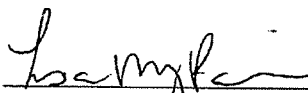
Miscellaneous: If any provision of this Agreement is, for any reason, held to be invalid or unenforceable, the other provisions of this Agreement will remain enforceable and the invalid or unenforceable provision will be deemed modified so that it is valid and enforceable to the maximum extent permitted by law. The failure of any party to insist in any instance upon performance of any term, covenant or condition of this Agreement shall not be construed as a waiver of future performance of any such term, covenant or condition, and the obligations of the parties with respect thereto shall continue in full force and effect. No party to this Agreement shall assign its rights or delegate its duties to any other person or entity. This Agreement constitutes the entire understanding between the parties with regard to all matters referred to herein and supersedes all previous agreements, whether written or oral.

Certification of Agreement: Certification to participate in this agreement is authorized by:

Superintendent/Designee

Mount Diablo Unified School District

Date



Dean, College of Education & Health Sciences

Touro University California

8/8/17

Date