

**SUPERVISED TEACHERS
AGREEMENT**

THIS AGREEMENT is made and entered into this 1 day of June 2021, between **Mount Saint Mary's University - Los Angeles** 10 Chester Place, Los Angeles, CA 90007, hereinafter called the **UNIVERSITY**, and the **Los Angeles Unified School District**, 333 South Beaudry Avenue, Los Angeles, CA 90017, hereinafter called the **DISTRICT**.

WITNESSETH

WHEREAS, the governing board of a school district may enter into agreements with a University or University approved by the Commission on Teacher Credentialing as a teacher education institution (Ed. Code Section 44227), to provide supervised teaching experience and to provide supervised field experience as may be called for in the requirements of the various authorized credentials for public school service;

WHEREAS, any such agreement may provide for the payment in money or in service 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 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. Special Provisions

- A. The term of this agreement shall be for a period of three years from the date of this agreement unless terminated by either party on advance written notice to the other a minimum of 60 days prior to the end of a semester.
- B. The University will pay the District cooperating teachers according to the following schedule:

For each student teacher who spends a semester at a school, the cooperating teacher will receive a stipend of \$300 for working with the student teacher (For each half semester the cooperating teacher will receive \$150).

Within a reasonable time following the close of each semester of the University, the cooperating teacher shall submit a W-9 form to the University as required for direct payment of the stipend, at the rate provided herein, for all supervised teaching provided by the cooperating teacher under and in accordance with this agreement during said semester. The University will pay the stipend promptly upon receipt of the document from the cooperating teacher.

- C. 'Supervised teaching' as used in herein and elsewhere in this agreement means active participation in the duties and functions of classroom teaching under the direct supervision and instruction of permanent or probationary employees of the District holding valid credentials, issued by the California Commission on Teacher Credentialing, other than emergency or intern credentials, authorizing them to serve as classroom teachers in the schools or classes in which the supervised teaching is provided.
- D. The District shall provide teaching experience through supervised teaching in schools and classes of the District for students of the University who possess a valid certificate of clearance and are assigned by the University to supervised teaching in schools or classes of the District.
- E. Such supervised 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 University through their duly authorized representatives may agree upon.
- F. The District may, for good cause, refuse to accept for supervised teaching any student of the University assigned to supervised teaching in the District. Upon request of the District, made for good cause, the University shall terminate the assignment of any student of the University to supervised teaching of the District.
- G. The number of semester units of supervised teaching to be provided for each student of the University assigned to supervised teaching under this agreement shall be determined by the University.
- H. An assignment of a student of the University to supervised teaching in schools or classes of the District shall be at the discretion of the University, but a student may be given more than one assignment by the University with prior approval of the District, to supervised teaching in such schools or classes.
- I. An assignment of a student of the University to supervised teaching in the District shall be deemed to be effective for the purpose of this agreement as of the date the student presents to the proper authorities of the District the assignment card or other document given him or her by the University effecting such assignment, but not earlier than the date of such assignment as shown on such card or other document.
- J. Absences of a student from assigned supervised teaching shall not be counted as absences in computing the semester units of supervised teaching provided the student by the district.
- K. It is understood that the District shall not be obligated to accept assignments of training students beyond the ability for the District to effectively provide services pursuant to this agreement.
- L. In the event the assignment of a student of the University to supervised teaching is terminated by the University for any reason, the District shall receive payment on account of such student as though there had been no termination of the assignment, except that if such

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assignment is terminated before one half of the term of the assignment has elapsed, the District shall receive payment for one half of the assignment only.

- M. If a student is assigned by the University to another teacher of the District after an assignment has become effective, this shall be considered for payment purposes as an entirely new and separate assignment.
- N. The District will ensure that the student teacher will be treated by the District as part of its professional staff and will be expected to adhere to all healthy/COVID protocols of the District as deemed necessary

II. Arbitration

Any controversy or claim arising out of or relating to this Agreement or breach hereof will be settled by arbitration in accordance with the rules of the American Arbitration Association as administered by Endispute/JAMS; an arbitrator's award may be confirmed by a court with jurisdiction to enter judgment thereon.

III. Assignment

Neither this Agreement nor any duties or obligations herein may be assigned by either party without the prior, written consent of the other.

IV. Contract Alterations & Integration

No alteration or variation in terms of the Agreement shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein shall be binding on any of the parties hereto.

V. Fingerprinting and TB Clearance

The University shall comply with the requirements of California Education Code Section 45125.1, and perform the following acts:

- A. Require all current and subsequent students of University who may enter a school site during the time that pupils are present to submit their fingerprints in a manner authorized by the California Department of Justice (the "CDOJ");
- B. Prohibit students of University from coming into contact with pupils until the CDOJ has ascertained that the student has not been convicted of a felony as defined in California Education Code Section 45122.1;
- C. Certify in writing to the District that neither University nor any of University's students who may enter a school site during the time that pupils are present have been convicted

of a felony as defined in California Education Code Section 45122.1 and provide such certification to the District administrator for this contract; and

- D. Provide a list of the names of University's students who may have contact with pupils to the District administrator for this contract. This list shall be updated for student changes and shall list students by appropriate school site.
- E. The District may require the University and its students who may have contact with pupils to submit to additional background checks at the District's sole and absolute discretion.

University certifies that all University's students providing services to pupils are adequately screened so as to prevent the assignment of student teachers who may pose a threat to the safety and welfare of pupils and that such student teachers shall provide evidence of freedom from tuberculosis within the past sixty (60) days before starting service at the school site.

VI. Governing Law

All contracts and purchase orders shall be construed in accordance with, and their performance governed by, the laws of the State of California. Further, University shall comply with any State or federal law applicable to University's performance under this Contract.

VII. Indemnification

The University shall indemnify, defend, and hold harmless the District and its departments, agents, officers, and employees from any and all claims or sums which the District or any of its departments, agents, officers, or employees may be obligated to pay by reason of any liability of any kind imposed upon them, including damages to property or injury or death of persons, arising out of the performance of services rendered by supervised teachers or caused by any error, omission, or act of the supervised teachers or of any other for whose acts the supervised teachers are legally liable. Said sums shall include, in the event of legal action, court costs, expenses of litigation, and reasonable attorney's fees.

The District shall indemnify and hold harmless the University, its servants, agents, and employees, and any students acting as such, from any and all claims or sums which the University or any of its departments, agents, officers, students, or employees may be obligated to pay by reason of any liability, damage, expense, cause of action, suits, claims, or judgments arising from injury to person(s) or personal property or otherwise imposed upon them which arises out of the act, failure to act, or negligence of the District, its servants, agents, or employees, in connection with or arising out of the activity which is the subject of this agreement. Said sums shall include, in the event of legal action, court costs, expenses of litigation, and reasonable attorney's fees.

XII. Termination

Either party may terminate this agreement upon sixty (60) days written notice to the other party for any reason whatsoever, without fault.

XIII. Waiver

No waiver of a breach of any provision of this agreement by the District or University shall constitute a waiver of any breach of such provision. Failure of the District or University to enforce at any time, or from time to time, any provisions of this Agreement shall not be construed as a waiver thereof. The remedies herein reserved shall be cumulative and additional to any other remedies in law or equity.

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.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their duly authorized offices the day and year first herein before written.

Mount Saint Mary's University

Los Angeles Unified School District

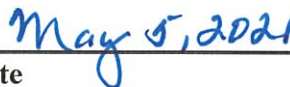




Carol Johnston, Ph.D.
Education Department Chair

Peggy Taylor Presley
Administrator





Robert Perrins, PhD
Provost and Academic VP

Date

May 4, 2021
Date