

**SUPERVISED TEACHERS
AGREEMENT**

THIS AGREEMENT is made and entered into this 1st day of July, 2017, between **Mount Saint Mary's University – Los Angeles**, 10 Chester Place, Los Angeles, CA 90007, hereinafter called the **UNIVERSITY**, and the **Orange County Superintendent of Schools**, 200 Kalmus Drive, Costa Mesa, CA 92626, hereinafter called the **DISTRICT**.

WITNESSETH

WHEREAS, the governing board of a school **DISTRICT** may enter into agreements with a college 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 commence on July 1, 2017, and terminate on June 30, 2022, subject to termination as set forth in this Agreement.
- B. The **UNIVERSITY** shall pay the **DISTRICT** an honorarium of One Hundred-fifty dollars (\$150.00) for the **DISTRICT** supervisory master teacher/employee per nine-week period for full-time student teacher of **UNIVERSITY** assigned to schools in the **DISTRICT**, to be paid at the end of the assignment. **DISTRICT** shall reimburse each supervisory master teacher/employee at rates specified herein.
- 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 UNIVERSITYs 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 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. Within a reasonable time following the close of each semester of the UNIVERSITY, the DISTRICT shall submit an invoice in duplicate, to the UNIVERSITY for payment, at the rate provided herein, for all supervised teaching assignments provided by the DISTRICT under and in accordance with this Agreement. The UNIVERSITY will pay the amount of such invoices promptly upon receipt for the DISTRICT.

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, Judicial Arbitration and Mediation Service's (JAMS) Online Mediation; 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 the UNIVERSITY without the prior, written consent of the DISTRICT.

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 Clearances

1. In accordance with Education Code §45125.1 requirements:
 - a. UNIVERSITY'S student shall, prior to the start of the teaching experience with the DISTRICT, be responsible for complying with DISTRICT's background check requirements and for the payment of any applicable fees if such student is not supervised by DISTRICT's staff when with DISTRICT's students.
 - b. DISTRICT will accept the California Certificate of Clearance issued by the Commission on Teacher Credentialing for the UNIVERSITY'S student if such student is supervised by DISTRICT's staff when with DISTRICT's students.
2. UNIVERSITY'S student shall, prior to the start of the teaching experience with the DISTRICT, provide TB clearance results or make arrangements with DISTRICT to complete the TB testing. Student shall be responsible for all costs for the completion of the TB testing.

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 Agreement.

VII. Indemnification

The UNIVERSITY and its supervised teachers agree to 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 agrees that it will indemnify and hold harmless the UNIVERSITY, its servants, agents, and employees, and any students acting as such, from any and all liability, damage, expense, cause of action, suits, claims, or judgments arising from injury to person(s) or personal property or otherwise 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.

VIII. Independent Contractor

The DISTRICT and UNIVERSITY have not formed an agency, employment or partnership relationship. DISTRICT represents, and UNIVERSITY recognizes, that the District does not provide any benefits or rights arising under disability or unemployment insurance, workers' compensation, medical insurance, sick leave or any other employment benefits to supervised teachers.

IX. Insurance

During the term of this Agreement, the UNIVERSITY shall provide such workers' compensation for the performance of its employees and students under this Agreement as may be required under California law.

X. Notices

All notices to be given by the parties hereto shall be in writing and served by depositing same in the United States Post Office postage prepaid and registered. Notices to the UNIVERSITY and DISTRICT shall be addressed to the attention of:

UNIVERSITY

Mount Saint Mary's University- Los Angeles
10 Chester Place
Los Angeles, CA 90007

Carol Johnston, Education Department Chair

DISTRICT

Orange County Superintendent of Schools
200 Kalmus Drive
Costa Mesa, CA 92626

Patricia McCaughey, Administrator
Purchasing, Contracts, Transportation and
Food Services

XI. Severability

The provisions of this Agreement are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the Agreement.

XII. Termination

Either party may terminate this Agreement upon sixty (60) days written notice to the other party.

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.

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IN WITNESS WHEREOF, the Board of Education of the N/A has authorized this Agreement to be executed by Board authorized signatures.

Date of Board Meeting: N/A Page No: _____

Approval of this contract is hereby indicated by the following signatures:

Mount Saint Mary's University – Los Angeles

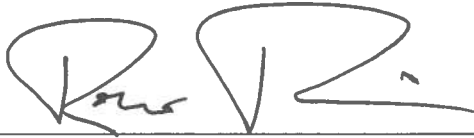
Orange County Superintendent of Schools



Carol Johnston, Ph.D.
Education Department Chair



Patricia McCaughey
Administrator, Purchasing, Contracts,
Transportation and Food Services



Robert Perrins
University Provost

10/2/17

Date

SEP 18 2017

Date

Mount Saint Mary's University Los Angeles-Affiliation Agreement (44584) 2017-2022
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