

Concordia University

of Irvine, California

AGREEMENT

THIS AGREEMENT entered into this first day of ____ July ____, 2015, by and between
Concordia University of Irvine, California, hereinafter called the University, and
Manhattan Beach Unified School District

hereinafter called the District:

WITNESSETH

WHEREAS, pursuant to the provisions of Section 44320 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 student 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 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:

GENERAL TERMS

1. “Student 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 District employees holding valid credentials issued by the State of California, Commission on Teacher Credentialing, other than emergency or provisional credentials, authorizing them to serve as classroom teachers in the schools or classes in which the student teaching is provided.
2. The District shall provide teaching experience through student teaching in schools and classes of the District in terms of a defined unit of time for students of the University possessing valid preliminary certificates and assigned by the University to student teaching in 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.
3. If either the District or the University concludes that a particular assignment is not beneficial to the elementary or secondary school class(es) involved, and/or the cooperating teacher, and/or the student teacher, that assignment may be terminated. If the District and the University mutually agree, another assignment within the District may be pursued.
4. Cooperating teachers agree to (a) participate in training to develop and maintain the skills needed to work effectively with student teachers, including the provisions of SB2042; (b) provide a model for the student teacher by demonstrating effective teaching strategies on a regular basis; (c) develop a plan that progresses from observation to increased responsibility for teaching as the student teacher demonstrates enhanced skills in delivering the curriculum; (d) keep the site principal and university supervisor informed of the student teacher’s progress; (e) meet with the University supervisor periodically to discuss the student teacher’s progress; and (f) complete and submit documentation and

evaluations as required by the University. Site principals, in consultation with the District, will assign cooperating teachers. Student teachers will be matched with cooperating teachers by site principals and University Director of Student Teaching.

5. The University will pay cooperating teachers a stipend at the completion of each semester or quarter. The University determines the rate, as set forth in Attachment A. The University will make such payment to the district unless otherwise authorized by the district. In the event the University terminates the assignment of a student teacher for any reason, the cooperating teacher shall receive payment on account of such student teacher for time spent working with the student teacher. If a student teacher is reassigned to another cooperating teacher, this shall be considered for payment purposes as an entirely new and separate assignment.
6. The University will assign a supervisor to work with the cooperating teachers and student teachers at District schools. The University supervisor will (a) work in concert with the cooperating teacher and the site principal in the supervision of the student teacher; (b) communicate regularly with the cooperating teacher to discuss the student teacher's progress; (c) monitor the quality of the match between the cooperating teacher and the student teacher and notify the principal and University Director of Student Teaching if there is a mismatch; (d) provide regular written and oral feedback to the student teacher about his or her progress and inform the cooperating teacher about the nature of this feedback; and (e) compile a written evaluation of the student teacher at the end of the semester or quarter.
7. Student teachers holding 30-day substitute permits may substitute for their cooperating teacher (if District policy permits) when (a) he/she is out ill; (b) when it is determined by the principal that this is in the best interest of the students in the classroom as well as the student teacher; (c) only after the first four (4) weeks of the first assignment; and (d) the student teacher is paid. Substitute teaching days are to be counted toward student

teaching days.

8. The terms of this agreement shall commence on the first day of July, 2015, and shall continue through December 31, 2018 or until amended as provided in Section 9 of the agreement.
9. Notwithstanding anything herein contained to the contrary, this Agreement may be terminated, altered, changed, or amended in writing by mutual consent of the parties hereto.
10. Notwithstanding any other provisions of this Agreement, details such as maximum number of students, the defined unit of time, or the distribution of assignments of said students to training levels, shall be arranged for by and between the University and the District; it being understood that the District shall not be obligated to accept assignments of training students beyond the ability of the District, within their established training programs, to effectively provide services pursuant to this agreement; and, further, that the University shall not be obligated to pay the District for services in any amount in excess of that provided for under the terms of this agreement.
11. Except as otherwise may be provided in this Agreement, each party shall indemnify, hold harmless and defend the other party from any and all loss, liability, claim, lawsuit, injury, expense or damage whatsoever including but not limited to attorneys' fees and court costs, arising out of, incident to or in any manner occasioned by the performance or nonperformance by such indemnifying party, its officers, directors, regents, agents, employees, students, or subcontractors, of any covenant or condition of this Agreement or by the negligence, improper conduct or intentional acts or omissions of such indemnifying parties, its officers, directors, regents, agents, employees, students, or subcontractors. If any legal action is necessary to enforce the terms of this Agreement or to settle a dispute concerning this agreement, the prevailing party shall be entitled to

reasonable attorney's fees and court costs in addition to any other relief to which that party may be entitled.

12. University shall ensure that all students are covered under their professional liability insurance coverage at a minimum of One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) in aggregate throughout the course of this Agreement. Further, University agrees to maintain comprehensive general liability insurance at a minimum of One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) in aggregate throughout the course of this Agreement. University also agrees to maintain statutory Workers' Compensation coverage on any individuals characterized as employees of University working at District pursuant to this Agreement at all times during the course of this Agreement. The University shall provide the District with 30 days written notice before cancellation, or any reduction or material change in coverage. The University shall provide the District with a certificate of insurance at the District's request.
13. District agrees to maintain professional liability insurance at a minimum of One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) in aggregate throughout the course of this Agreement. Further, District agrees to maintain comprehensive general liability insurance at a minimum of One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) in aggregate throughout the course of this Agreement. District also agrees to maintain statutory Workers' Compensation coverage on any individuals characterized as employees of School District working at School District pursuant to this Agreement at all times during the course of this Agreement. The District shall provide the University with 30 days written notice before cancellation, or any reduction or material change in coverage. The District shall provide the University with a certificate of insurance at the University's request.

14. The University shall establish a procedure acceptable to the District to ensure that student teachers assigned to the District are informed regarding an educator's responsibilities to report child abuse or neglect to a child protective agency as defined in California Penal Code Section 11166.
15. The University will verify that student teachers have a negative Tuberculin test and Certificate of Clearance from the State of California on file prior to beginning student teaching

EXECUTION

This Agreement (a) shall be binding upon and inure to the benefit and be enforceable by the parties hereto and their respective legal representatives, successors, or assigns, (b) may be executed in any number of counter-parts, each of which may be deemed to be an original, but all of which together shall constitute one and the same instrument, (c) shall be construed and enforced in accordance with the laws of the State of California, and (d) has been executed at Irvine, California as of the last date set forth below. In witness thereof, the parties hereto have caused this Agreement to be signed by its duly authorized representatives.

University:

By: Mary Scott
(Signature)

Dr. Mary Scott
Provost
Concordia University
1530 Concordia West
Irvine, CA 92612
949-214-3203

Date: 2/21/15

Manhattan Beach Unified School District:

By: _____
(Signature)

(Name typed or printed)

Title

Date: _____

ATTACHMENT A

University Name: Concordia University
1530 Concordia West
Irvine, CA 92612

Rate of Pay for Cooperating Teachers:

Elementary = \$150* per 8 week assignment

Secondary = \$300* per semester

*Additional \$50 for attending University sponsored Cooperating Teacher
Training and Orientation

Student Teacher Assignment Time Period:

Elementary = 5 full days per week for 8 weeks
(Two 8 week assignments – one in K-2 and one in 3-5 make up the entire experience)

Secondary = 5 full days per week for a semester
(3 periods of teaching and one period of observation per day)