

STUDENT TEACHING MOU

This Agreement ("Agreement") is entered into by and between Santa Clara University ("SCU") and Santa Clara Unified School District on June 24, 2019.

RECITALS

WHEREAS, The District is authorized to enter into Agreements with SCU, to provide teaching experience through practice teaching to SCU students enrolled in the teaching credential programs of SCU (hereinafter "SCU student teachers"); and

WHEREAS, this Agreement may provide for the payment for the services rendered by the District of an amount not to exceed the amounts described in this Agreement; and

WHEREAS, the honorarium or payment provided herein is intended to be transmitted promptly by the District to the supervising teacher as compensation for and in recognition of services performed for the student teacher in the supervising teacher's charge;

NOW THEREFORE, it is mutually agreed between SCU and the District as follows:

I. PARTIES

1. Santa Clara University and Santa Clara Unified School District (The District)

II. TERM and TERMINATION

1. Term shall be July 1, 2019 – June 30, 2022. This Agreement may be terminated at any time by either party by giving thirty (30) days' written notice to the other party. In the event of a material breach of any term or provision of this Agreement by either party, this Agreement may be terminated immediately without penalty by providing written notice to the breaching party describing the breach. However, the breaching party will have thirty (30) days from the date of the written notice to cure any breach and avoid termination.

III. RATE AND PROGRAM REQUIREMENTS

1. Each supervising teacher shall be compensated in the following amount per SCU student teacher.

Multiple Subject:

\$90 observation assignment, Clinical Practicum Experience I (Fall Quarter)

\$185 half day assignment, Clinical Practicum Experience II (Winter Quarter)

\$275 full day assignment, Clinical Practicum Experience III (Spring Quarter)

classes of the District and under the direct supervision and instruction of such employees of the District, as the District and SCU through their duly-authorized representatives may agree upon. All supervising teachers shall hold a Clear Credential in the content area for which they are providing supervision, have a minimum of three years of content area K-12 teaching experience, and be CLAD certified or hold equivalent certification.

2. The District may, for good cause, refuse to accept for practice teaching any SCU student teacher assigned to practice teaching in the District, and upon request of the District, made for good cause, SCU shall terminate the assignment of any SCU student teacher to practice teaching in the District. SCU may, for good cause, refuse an assignment of a supervising teacher employed by the District.
3. "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 employees of the District holding valid credentials issued by the 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 practice teaching is provided.

"Quarter" as used herein and elsewhere in this Agreement means the academic term, as proscribed by the academic calendar, in which SCU [or District] students attend classes and sit for exams.

4. The assignment of an SCU student teacher to practice teaching in the District shall be deemed to be effective for purposes of this Agreement as of the date the SCU student teacher presents to the proper authorities of the District the placement document given by SCU effecting such assignment, but not earlier than the date of such assignment as shown on such placement document.
5. In the event the assignment of an SCU student teacher to practice teaching is terminated by SCU for any reason, the District shall receive payment on account of such SCU student teacher. If an SCU student teacher is assigned by SCU to another supervising teacher of the District after an assignment has become effective, this shall be considered for payment purposes as an entirely new and separate assignment.
6. Each May, SCU shall submit to the District payment and supporting documentation for each supervising teacher, at the rate provided herein, for all practice teaching supervision provided by the District under and in accordance with this Agreement during said academic year. SCU shall provide duplicate copies of supporting documents to both Human Resources and Business Services at the District. The District agrees to transmit promptly to the supervising teachers the stipend at the rate provided herein.
7. Notwithstanding any other provisions of this Agreement, SCU shall not be obligated by this Agreement to pay the District any amount in excess of the fee schedule set forth in Section III above.

D. SCU and the District shall maintain Workers Compensation coverage for their respective employees in statutory limits as required by California law.

E. The limit of coverages set forth above is a minimum amount, and any situation where an unusually high risk of liability is present, SCU may require the District to carry insurance with a higher limit.

10. Governing Law

This Agreement shall be governed by the laws of the State of California without regard to its conflict of laws provisions. Each article shall be independent and separable from all other articles, and the invalidity of an article shall not affect the enforceability of any of the articles.

11. Assignment

This Agreement may not be assigned by either party without the express, written consent of the other party.

12. This Agreement contains the entire Agreement between the SCU and the District relating to the subject matter hereof, and supersedes all prior and contemporaneous negotiations, correspondence, understandings and Agreements between the parties. This Agreement may be modified or amended only by the mutual, written consent of both parties.

13. SCU and the District represent and warrant that the undersigned have the authority to act on behalf of the parties and to bind the parties and all who may claim through them to the terms and conditions of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first written above.

Santa Clara Unified
School District

Printed Name of District
Representative

Signature

Date: _____

Santa Clara University
School of Education and Counseling Psychology

Harold Hoyle, Ph.D.
Director of Teacher Education

Dean/Dean's Designate Printed Name/Signature

Date: 6/24/2019