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| Board Agenda Item # | II A- Consent |
| Date: | March 21, 2019 |
| To: | Magnolia Board of Directors |
| From: | Alfredo Rubalcava, CEO & Superintendent |
| Staff Lead: | Brenda D. Lopez, Ed.D., Assistant Director of Student Services |
| RE: | MOU with Mount Saint Mary's University |

Proposed Board Motion

I move that the board approve the Memorandum of Understanding with Mount Saint Mary's University for the Supervised Teachers Agreement for 2019-2023

Introduction

- The MOU is an understanding agreement between Mount Saint Mary's University and Magnolia Public Schools for the use of supervised teachers.

Background

- Mount Saint Mary's University has connected with individual MPS sites, like MSA 8 to provide an opportunity for supervised teachers in the past and moving forward this MOU will allow for us to connect MSMU to any of our sites

Analysis (If applicable)

- Legal Department has reviewed and signed off

Budget Implications

- N/A

Exhibits (attachments):

- MOU MSMU and MPS
- Counsel Review Sign Off

**SUPERVISED TEACHERS
AGREEMENT**

THIS SUPERVISED TEACHERS AGREEMENT (this "Agreement") is made and entered into this March 21, 2019, between **Mount Saint Mary's University - Los Angeles**, 10 Chester Place, Los Angeles, CA 90007, hereinafter called the **UNIVERSITY**, and Magnolia Educational & Research Foundation dba **Magnolia Public Schools**, 250 E. 1st Street, Suite 1500, Los Angeles, CA 90012, 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 (as defined in 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 March 21, 2019 and terminate on June 30, 2023.
- B. The University shall pay the District an honorarium of One Hundred-Fifty Dollars (\$150) for each District supervisory master teacher/employee per eight-week period assigned to supervise a 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 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, as determined in its absolute and sole discretion, 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/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, which consent may be withheld by such party in its absolute and sole discretion.

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

In accordance with Education Code §45125.1 requirements, the University will determine whether a student of the University in a supervised teaching role has : (check one)

contact with District students and must comply with background check requirements

or

a California certificate of clearance is currently on file

University certifies and represents and warrants to District 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 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 Agreement.

VII. Indemnification

The University shall indemnify, defend, and hold harmless the District and its directors, departments, agents, officers, and employees from any and all claims or sums which the District or any of its directors, 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.

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.

All students and faculty assigned to the District will be required to carry general liability coverage and professional liability coverage in the minimum amount of \$1,000,000 per occurrence and \$3,000,000 aggregate covering all acts and activities undertaken pursuant to this Agreement as a condition of participation in the Program at the District. Evidence of such

insurance shall be supplied to the District prior to commencement of the clinical rotation at the District, upon renewal of such insurance, and/or upon request by the District.

The University will assume any and all obligations imposed by the Workers' Compensation Law of the State of California insofar as a member of its faculty may sustain injury or disability by reason of accident or occupational disease arising out of, or in the course of, instruction by a member of the faculty, whether on or off the District premises.

X. Notices

All notices, requests, demands and other communications under this Agreement shall be in writing and shall be deemed duly given (i) on the date of delivery if personally delivered, (ii) one business day after delivery by overnight courier, telegram or electronic mail (provided that the sender retains a printed confirmation of delivery to the email address provided below), or (iii) three business days after mailing if mailed by first class mail certified or registered, postage prepaid, return receipt requested, to the parties at their addresses set forth below, or such other address designated from time to time in writing by such party to all other parties.:

University

Mount Saint Mary's University

Doheny Campus
10 Chester Place
Los Angeles, CA 90007

Carol Johnston, PhD, Education Dept.
Chair

District

Magonlia Educational & Research
Foundation dba Magnolia Public Schools
250 E. 1st Street, Suite 1500
Los Angeles, CA 90012

Brenda Lopez, Ed.D.
Assistant Director of Student 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 for any reason whatsoever, without fault.

XIII. Waiver

Waiver of any provision of this Agreement shall not be deemed or constitute a waiver of any other provision, nor shall such waiver constitute a continuing waiver. 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 Board of Directors of the Magnolia Educational & Research Foundation dba Magnolia Public Schools has authorized this Agreement to be executed by Board authorized signatures.

Date of Board Meeting: _____ Page No: _____

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

Mount Saint Mary’s University

**Magnolia Educational & Research
Foundation dba Magnolia Public
Schools**

**Carol Johnston, Ph.D.
Education Department Chair**

**Alfredo Rubalcava
District CEO & Superintendent**

**Chris K. McAlary
Vice President for Administration and
Finance**

**Dr. Saken Sherkanov
District Chairperson**

Date

Date



To: Magnolia Public Schools
From: Patrick Ontiveros, MPS General Counsel
Date: March 11, 2018

RE: Memorandum of Understanding (MOU) Mount Saint Mary's University

Magnolia Public Schools (MPS) Chief Executive Officer and MPS General Counsel acknowledge that they have read and reviewed the contract/memorandum pertaining to the above matter.

A handwritten signature in blue ink that reads "Patrick Ontiveros".

Patrick Ontiveros
MPS General Counsel

A handwritten date in blue ink that reads "02/26/2019".

Date

A handwritten signature in blue ink that reads "Alfredo Rubalcava".

Alfredo Rubalcava
MPS CEO & Superintendent

A handwritten date in blue ink that reads "02/26/2019".

Date

08/10/2014

10/10/2014