STUDENT TEACHING MOU

This Agreement ("Agreement") is entered into by and between Santa Clara University ("SCU") and Gilroy 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 Gilroy 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)

Single Subject:
$90 observation assignment, Clinical Practicum Experience I (Fall Quarter)
$92 per class, Clinical Practicum Experience II (Winter Quarter)
$92 per class, Clinical Practicum Experience III (Spring Quarter)

2. Program Requirements

SCU will pay the District for the performance by the District of all services required to be performed under this Agreement at the rates set forth in Section III (1) for each quarter of practice teaching.

In Clinical Practicum Experience I (which typically occurs in fall quarter), SCU student teachers observe in placement classrooms for approximately five (5) hours per day, four (4) days per week, for a period of 10-16 weeks. During this experience, student teachers tutor pupils, present small group instruction, and teach supervised practice lessons.

In Clinical Practicum Experience II (which typically occurs in winter quarter), SCU student teachers participate in practice teaching in placement classrooms at least five (5) hours per day, five (5) days per week, for a period of approximately 10 weeks. During this experience, multiple-subject student teachers gradually assume teaching responsibilities and complete two weeks of independent student teaching in a particular subject area or class. Single-subject student teachers assume teaching responsibilities and complete approximately 10 weeks of independent student teacher for at least two (2) class periods.

In Clinical Practicum Experience III (which typically occurs in spring quarter), SCU student teachers are in their placement classrooms full time: eight (8) hours per day, five (5) days per week, for approximately 10 weeks. During this experience, multiple-subject student teachers build to a level of full responsibility for planning and teaching lessons, assessing pupil learning, maintaining records, and managing administrative obligations. Single-subject student teachers continue full responsibility and independent teaching of the two (2) class periods from Clinical Practicum Experience II, and add a third class period.

An assignment of an SCU student teacher to practice teaching in schools or classes of the District shall be, at the sole discretion of SCU, for Clinical Practicum Experience I, Clinical Practicum Experience II, and Clinical Practicum Experience III. An SCU student teacher may be given more than one assignment by SCU to practice teaching in such schools or classes.

IV. GENERAL TERMS

1. The District shall provide to SCU student teachers teaching experience through practice teaching in schools and classes of the District not to exceed program requirements set forth in Section III above. Such practice 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 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.

8. The District will save harmless and indemnify SCU against all claims, demands, suits, judgments, expense and costs of any and every kind, insofar as it may legally do so and subject to the availability of funds, on account of the injury to or death of persons or loss of or damage to property arising in any manner out of District's performance of the terms of this Agreement.

   SCU will save harmless and indemnify the District against all claims, demands, suits, judgments, expense and costs of any and every kind, insofar as it may legally do so and subject to the availability of funds, on account of the injury to or death of persons or loss of or damage to property arising in any manner out of SCU's performance of the terms of this Agreement.

9. Insurance

   SCU and District will procure and maintain in full force and effect adequate insurance or will self-insure their obligations under this Agreement.

   A. District shall furnish to SCU an underwriter's endorsement with a Certificate of Insurance stating that there is liability insurance presently in effect for the Agreement with a single limit of not less than $1,000,000 per occurrence, and $2,000,000 aggregate; and that vehicle insurance (where applicable) is in effect with a minimum coverage of $1,000,000 per occurrence. Upon District request, SCU will provide its certificate evidencing the above insurance coverage.

   B. The Certificate of Insurance shall provide:

      a. That the insurer will not cancel the insured's coverage without thirty (30) days prior notice to SCU;
      b. Santa Clara University, its Trustees, officers, employees and agents, must be added by endorsement as insured, but only insofar as the operations under the Agreement are concerned.
      c. That SCU will not be responsible for any premiums or assessments on the policy.

   C. The District agrees that the bodily injury liability insurance herein provided shall be in effect at all times during the term of the Agreement. In the event said insurance coverage expires at any time or times during the term of this Agreement, the District agrees to provide at least thirty (30) days prior to said expiration date, a new Certificate of Insurance evidencing insurance coverage for not less than the remainder of the term of the contract, or for a period of not less than one (1) year. In the event that the District fails to keep in effect at all time insurance coverage as provided herein, SCU may in addition to any other remedies it may have and in accord with the Termination provision of this Agreement, terminate the Agreement upon occurrence of such event.

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.

Gilroy Unified School District	Santa Clara University School of Education and Counseling Psychology
_____ Printed Name of District Representative	_____ Harold Hoyle, Ph.D. Director of Teacher Education
_____ Signature	_____ Dean/Dean's Designate Printed Name/Signature
Date: _____	Date: 6/24/2019