

STUDENT TEACHING AGREEMENT
(Practice Teaching and Demonstration Teaching)

THIS AGREEMENT is entered into the **tenth day of August 2016** under the authority of Section 1065 of the California Education code by and between:

LOYOLA MARYMOUNT UNIVERSITY
School of Education
One LMU Drive, Suite 2100
Los Angeles, California 90045-2659

Hereinafter called the "University," and the **Lennox School District** therein after called the "District": The parties agree as follows:

1. The term of this agreement shall be from **August 10, 2016 through July 31, 2019** unless terminated by either party on advance written notice to the other a minimum of 60 days prior to the end of the semester.
2. The District shall provide practice teaching in schools and classes of the District in terms of "semester units" for students of the University possessing valid Character Identification Clearances.

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 the University, through their duly authorized representatives, may agree upon.

The District may, for good cause, refuse to accept for practice teaching any student of the University assigned to practice teaching in the District; likewise for good cause, the University shall terminate the assignment of any student practice teaching in the District.

"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 permanent or probationary employees of the District holding valid credentials issued by the Commission on Teacher Credentialing.

The number of semester units of practice teaching to be provided for each student of the University assigned to practice teaching under this agreement shall be determined by the University.

An assignment of a student of the University to practice teach 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 practice teach in such schools or classes.

The assignment of a student of the University to practice 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 by the University effecting such assignment, but not earlier than the date of such assignment as shown on such card or other document.

3. The University shall pay the Master Teacher for performance of the services required under this agreement at the rate of \$25.00 per semester unit of practice teaching.

In the event the assignment of a student of the University to practice teaching is terminated by the University for any reason, the District shall receive payment for 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. If a student is assigned another Master Teacher by both the University and the District after an assignment has become effective, the payment due the Master Teachers shall be prorated to both Master Teachers based on the amount of their service.

Absences of a student from assigned practice teaching shall not be counted as absences in computing the semester units of practice teaching provided the student by the District.

4. Within a reasonable time following the close of each semester the Master Teacher(s) shall submit a properly executed final evaluation form for all semester units of practice teaching. After receipt of the evaluation form, the University will make payment to the Master Teacher(s) for all practice teaching provided under and in accordance with this agreement during the said semester.

It is understood that the District shall not be obligated to accept assignments of training students beyond the ability of the District to effectively provide services pursuant to this agreement.

5. At the time the University designated a student for participation pursuant to this agreement, the University shall verify the student is covered by the Loyola Marymount University's mandatory Student Accident Insurance.
6. It is understood that, for purposes of this agreement, the student is not an employee of the University or District, regardless of the nature and extent of the acts performed by the student; that inasmuch as the student shall not be an employee of the University or the District, the University and District do not assume, and shall not assume, any liability under any law on account of any act of student while performing, receiving training, or traveling pursuant to this agreement, and that student shall not be entitled to any monetary remuneration for any services performed by student in the course of training.

Mutual Indemnification; Limits on Liability: Each party (the "Indemnifying Party") agrees to protect, indemnify, defend and hold harmless the other party and its respective employees, agents, and independent contractors (the "Indemnified Party") against all claims, losses or damages to persons or property, governmental charges or fines, and costs (including reasonable attorney's fees), arising out or resulting from (i) any breach of any representation, warranty, covenant, obligation or undertaking made by such indemnifying Party hereunder, or (ii) the negligence or willful misconduct of the Indemnifying Party in connection with the subject matter of this Contract, including but not limited to the provision of food and beverage and other services and facilities (including the exhibition premises, as applicable) to the Indemnified Party or (iii) any violation of domestic or foreign law or regulation. The Indemnifying Party obligations hereunder shall survive the termination of this agreement.

Notwithstanding any other provisions in this agreement, the preceding paragraph governs the parties' indemnity obligations to each other hereunder and no limitation of liability is applicable to such obligations.

IN WITNESS THEREOF, the parties hereto have executed this agreement that day and year first above written.

- University -

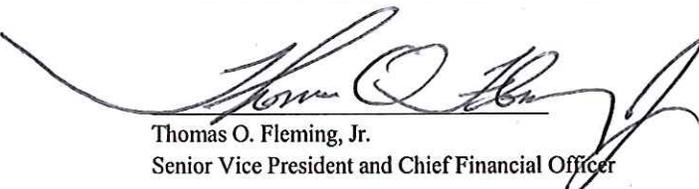
- District -

LOYOLA MARYMOUNT UNIVERSITY

LENNOX SCHOOL DISTRICT


Mary Fraser
Director of Administration
School of Education

Kent Taylor
Superintendent
Lennox Unified School District


Thomas O. Fleming, Jr.
Senior Vice President and Chief Financial Officer