



ROSSIER
SCHOOL OF
EDUCATION

Rossier School
of Education

MAT@USC Program

April 7, 2011

Jonathan Raymond
Superintendent
Sacramento City Unified School District
5735 47th Ave.
Sacramento, CA 95824

Dear Mr. Raymond:

We're excited about working with you and your faculty to help train a new generation of great teachers. To make our relationship most effective, we've created this agreement. Please feel free to email or call us if any of its terms are unclear or problematic.

Term and Parties

This Agreement will be effective from April 1, 2011 to June 30, 2015, and is between:

The University of Southern California ("USC") is a California nonprofit educational institution; our address is Waite Phillips Hall, 3470 Trousdale Parkway, Los Angeles, CA 90089. Our program (the "Program") is a Master of Arts in Teaching.

2tor, Inc. ("2tor") is a Delaware corporation; its office is at 8201 Corporate Drive, Suite 190, Landover, Maryland 20785. USC and 2tor are collectively referred to herein as "we"; and

You are Sacramento City Unified School District ("You"); your address is 5735 47th Ave., Sacramento, CA 95824 (the "School or District").

You, 2tor and USC are the "Parties."

Placement of USC's Program Teacher Candidates.

1. *Cooperating Schools:* You will host a teacher candidate or candidates during a period of observation and/or practice, allowing them to observe students and/or teach well-planned lessons mediated by Guiding Teachers. This will occur during school operating hours and in multiple classrooms. These aspects of learning to teach may also extend to interviewing teachers, school leaders, students, and other members of the school community.

erikakle@usc.edu

University of
Southern California
1149 S. Hill St.
Suite H375
Los Angeles,
California 90015-2240
Tel: 213 743 1525
Fax: 213 743 1550
rossier.usc.edu

ADG-00819

You may terminate any teacher candidate for any violation of your regulations or for other reasonable cause in accordance with your standard policies or practice.

2. *Guiding Teachers:* Through your recommendation, our observation and candidate reference, we will identify teachers working within the School or District, based on their experience, that we believe would make outstanding Guiding Teachers to supervise and prepare teacher candidates. Both you and we must approve the participation of any teacher as a Guiding Teacher, but you will make your best effort to approve enough Guiding Teachers to place the teacher candidates as mentioned above. If a Guiding Teacher is unable to perform his or her duties pursuant to this Agreement, the District agrees to provide the teacher candidate with the best possible alternative Guiding Teacher to supervise and prepare the teacher candidate, and not a substitute teacher who the District employs as a replacement for the original Guiding Teacher.

3. *Honorarium:* 2tor will pay an honorarium of \$350 to each Guiding Teacher for participation in the Program. We may end an individual's participation as a Guiding Teacher at any time for any reason, in which case the honorarium will be paid pro rata.

4. *Consent for Video:* The performance in the classroom of teacher candidates may be videorecorded, and information about teacher candidates may be obtained by USC or 2tor. The School or District will provide reasonable assistance to teacher candidates in obtaining signed video release forms and other necessary consents from each Guiding Teacher and your students.

Post-Graduation Employment of USC's Candidates

5. *Hiring:* As described, you are hosting some number of USC's teacher candidates in your schools. You will make a reasonable effort to offer these teacher candidates an interview for a full-time teaching position following successful completion of the Program. Should you hire him or her, you make no promise of tenure or any other differential treatment.

6. *Data:* For the first three school years after you hire a teacher candidate, you will assist and cooperate with the teacher candidates and/or USC in collecting student-level performance data for students he or she teaches. We will keep this data confidential and use it only to facilitate analysis of our effectiveness, and will share our findings with you. This paragraph will survive the expiration or termination for any reason of this Agreement.

Legal Matters

7. *Compliance with Law.* Despite anything else in this Agreement, each party to this Agreement will comply with applicable law. We will take all commercially reasonable measures to protect personally-identifiable data about your students consistent with the Family Education Rights and Privacy Act ("FERPA"), and work with you to adhere to your background check policy.

8. *Lack of Employment Relationship.* Guiding Teachers are your employees, not ours. Neither USC nor 2tor will hire or otherwise determine any Guiding Teacher's employment by you. We won't pay any Guiding Teacher's wages, salary, benefit or compensation of any kind, except that (with your permission) 2tor will pay an honorarium to each Guiding Teacher for participation in the Program. Further, neither 2tor nor USC will supervise or control any Guiding Teacher during the course of his or her employment by you, except that we will monitor training and feedback given by Guiding Teachers to teacher candidates.

It is understood and agreed that teacher candidates are not to be considered employees of USC, 2tor or the District. Teacher candidates are fulfilling specific requirements for in-classroom experience as a part of the MAT@USC degree program, led by USC faculty members, which includes assignments that will be completed in the cooperating school setting.

9. *Termination & Renewal.* Any Party may terminate this Agreement with or without cause by providing the other parties written notice pursuant to Section 12. Termination will be effective at the end of the school year during which the notice of termination is issued. For the avoidance of doubt, other than where a District removes a teacher candidate pursuant to Section 1 above, the District shall permit current teacher candidates to complete the current school year at the time of termination. Absent termination by either party pursuant to this Section 9, upon completion of the initial term of this Agreement as first set forth above, this Agreement shall automatically renew for successive one year periods.

10. *Final Agreement.* This Agreement is the final, complete expression of agreement. It supersedes any and all prior or contemporaneous agreements or understandings, written or oral, among the Parties regarding its subject matter and may not be changed without written agreement of each Party.

11. *Indemnification.* USC agrees to indemnify, defend and hold harmless you, your employees, agents, and representatives, from all claims, actions, awards or judgements for damages, including costs, expenses and attorneys' fees where liability is found to exist by reason of the acts or omissions of USC, its employees, agents, trustees or representatives.

2tor agrees to indemnify, defend and hold harmless you, your employees, agents, and representatives, from all claims, actions, awards or judgements for damages, including costs, expenses and attorneys' fees where liability is found to exist by reason of the acts or omissions of 2tor, its employees, agents, trustees or representatives.

You agree to indemnify, defend and hold harmless USC and 2tor, their employees, agents, trustees and representatives, from all claims, actions, awards or judgements for damages, including costs, expenses and attorneys' fees where liability is found to exist by reason of the acts or omissions of your employees, agents or representatives.

12. *Notices.* All notices, requests, or demands to or upon any Party under this Agreement will be in writing, and will be deemed given on the date received (or on the next date if such confirmation is not by 3pm), addressed as follows:

For 2tor

2tor, Inc.
8201 Corporate Drive • Suite 190
Landover, MD 20785
Attn: Office of Placement Services
Fax: (888) 878-5380

With a copy to:

Obermayer Rebmann Maxwell & Hippel
LLP
One Penn Center – Suite 1900
1617 John F. Kennedy Boulevard
Philadelphia, PA 19103-1895
Attn: Todd J. Glassman, Esq.
Fax: (215) 665-3165

For USC

University of Southern California
Rossier School of Education
1149 S. Hill Street Suite H375
Los Angeles, CA 90015
Attn: Erika Klein, Director
Fax: (213) 743-1550

For School or District

Sacramento City Unified School District
5735 47th Ave.
Sacramento, CA 95824
Attn: Jonathan Raymond, Superintendent
Tel: (916) 643-7400
Fax: _____

13. *Limitation of Liability.* No party will be liable to another or to any other person for any reason for any indirect, consequential, incidental, exemplary,

punitive, or special damages, of any nature or character, including, but not limited to, damages for loss of goodwill, profits or data, work stoppage, or material computer failure or malfunction, whether in an action in contract, tort, or otherwise, arising out of or in connection with this Agreement, even if the party at fault or in breach has been advised of the possibility of such damages.

14. *Severability.* Whenever possible, each provision of this Agreement will be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be prohibited by or invalid under applicable law, such provision will be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of this Agreement.

15. *Descriptive Headings; Interpretation.* The descriptive headings of this Agreement are inserted for convenience only and do not constitute a substantive part of this Agreement. The use of the word “including” in this Agreement will be by way of example rather than by limitation.

16. *Binding Effect.* This Agreement will be binding upon, and will inure to the benefit of its parties and their respective legal representatives, predecessors, beneficiaries, successors, controlling persons, affiliates, subsidiaries, parents, assigns, officers, directors, employees, and agents.

17. *Counterparts.* This Agreement may be executed in one or more counterparts, including by facsimile. All executed counterparts together will be deemed to be one and the same instrument.

18. *Governing Law.* This Agreement will be construed by and governed under the laws of the State of California, without regard to its conflict of laws principles.

19. *Waiver of Jury Trial.* The Parties hereby irrevocably and unconditionally waive trial by jury in any action or proceeding arising out of, in connection with or relating to this Agreement.

20. *Authorization to Sign.* Each person signing this Agreement represents and warrants that he/she is authorized to the fullest extent of the law to sign and bind in the capacity provided for herein.

21. *Confidentiality.* During the term of this Agreement and for a period of two years thereafter, each Party will maintain as confidential and will not use or disclose any information or materials designated in writing as confidential by USC or its agents, except as required by applicable law or as authorized in writing by the Party designating such information as “confidential”.

Again, we look forward to working with you!

UNIVERSITY OF SOUTHERN
CALIFORNIA, ON BEHALF OF THE
ROSSIER SCHOOL OF EDUCATION

By: _____

Name:

Title:

2tor, Inc.

By: _____

Name:

Title:

Please sign below if these terms are acceptable

School or District: Sacramento City Unified School District

By: _____

Name:

Title:

By: _____

Jonathan P. Raymond, Superintendent

Please Mail or Fax this Agreement to:

April 29,
2011

Office of Placement Services/MAT@USC
c/o 2tor, Inc.
2222 Figueroa Street, PH14
Los Angeles, CA 90007
Fax: (213) 493-6557