

# LAFETRA COLLEGE OF EDUCATION FIELDWORK AGREEMENT

This Agreement is made and entered into this 1<sup>st</sup> day of July, 2020 by and between **Newhall School District** (District) and University of La Verne (University) to set forth the terms and conditions under which District and University will jointly undertake an affiliation to provide fieldwork experiences through directed teaching, practicum experiences and/or fieldwork experiences to its students enrolled in the University's undergraduate and graduate programs.

# **Undergraduate Level Programs**

Child Development Educational Studies

# **Graduate Level Programs**

Administrative Services Credential Candidates

Administrative Services Intern Credential Candidates

Child Development

Educational Counseling Credential/ Masters Candidates

**Educational Counseling Intern Credential Candidates** 

Education Specialist: Mild/Moderate Preliminary Credential Candidates

Education Specialist: Mild/Moderate Preliminary Intern Credential Candidates

Multiple Subject and Single Subject Credential Candidates

Multiple Subject and Single Subject Intern Credential Candidates

School Psychology Credential Candidates

School Psychology Intern Credential Candidates

In consideration of the mutual covenants and agreements contained herein, the sufficiency of which is hereby acknowledged, University and District agree as set forth below.

# **GENERAL PROVISIONS**

- 1. <u>Description of Fieldwork Experiences</u>. The University is accredited by the California Commission on Teacher Credentialing (CCTC) as a credential granting institution and desires to provide fieldwork experiences through directed teaching, practicum experiences and/or fieldwork experiences to its students enrolled in the University's undergraduate programs: Educational Studies and Child Development programs and graduate programs: Multiple and Single Subject Teacher Education program, Education Specialist program, Child Development program, Educational Counseling program, School Psychology program, and Administrative Services program curricula.
- 2. <u>Intern Programs</u>. The University of La Verne's LaFetra College of Education offers Internship Programs in Multiple and Single Subject Teaching, Education Specialist Mild/Moderate, School Counseling, School Psychology, and Administrative Services for qualified students. These internship programs provide a process whereby selected, qualified individuals may be employed as multiple and single subject teachers, education specialist teachers, counselors, psychologists, and school administrators in participating public schools and concurrently meet the University of La Verne's requirements in professional education. These internship requirements are consistent with the current multiple and single subject teaching, education specialist teaching, counseling, psychology, and administrative services credential programs; provisions detailed in Exhibit 1.

Under this contract, the District shall provide intern experiences for the Multiple and Single Subject credential program, Education Specialist program, Educational Counseling program, School Psychology program, and the Administrative Services program.

3. <u>Compensation</u>. It has been determined between the Parties hereto that the payments for Multiple and Single Subject candidates and Education Specialist candidates be made to the District under this agreement do not exceed the actual cost of the District of the services rendered by the District and that there is an understanding that the University does not provide stipends to the District for Educational Counseling, School Psychology, Administrative Services, Educational Studies and Child Development programs;

**Introductory Supervised Teaching** - \$100.00 per student teaching assignment for each student in full-day introductory directed teaching.

**Advanced Supervised Teaching** - \$200.00 per student teaching assignment for each student in full-day directed teaching.

**Intern Teaching**: Multiple and Single Subject and Education Specialist School-Site Support Providers receive a stipend of \$200 for each semester they have an intern.

4. <u>Nondiscrimination</u>. The parties agree that they shall not discriminate in any of their programs or contracts against any person because of race, color, religion (creed), sex, gender identity or expression, sexual orientation, national origin (ancestry), disability, age, genetic information, marital status, citizenship, pregnancy or maternity, protected veteran status, or any other status protected by applicable national, federal, state, or local law.

# UNIVERSITY'S RESPONSIBILITIES

5. <u>Academic Program Administration</u>. University will be responsible for coordination and administration of the Students' academic experience. University shall have full authority to determine the requirements for each Student's matriculation and participation in their program, and for decisions regarding grading, awarding of academic credit, and the awarding of credentials and degrees.

Program Curriculum and Administration. University shall design and deliver to District the curriculum for the student's program, including development of Student learning objectives, evaluation criteria, reporting requirements, orientation plan, and identification of appropriate learning activities during placement at District. University shall also assure the quality of the placement, and modify it as needed to reflect evaluative input received from District.

- 5.1 <u>University Policies</u>. University shall provide Placement Site a statement of its policies on illness and injury, time loss for special events, class attendance requirements, and any other policy applicable to Student performance during their fieldwork experience.
- 5.2 <u>Evaluation Tools</u>. University will provide forms for the evaluation of Students or develop student performance evaluation tools in conjunction with District.
- 6. <u>Faculty Liaison</u>. University will designate an appropriately qualified and credentialed faculty member to coordinate and act as the Faculty Liaison with Placement Site, who shall be responsible for the Students. University agrees to

notify Placement Site in writing of any change of its Faculty Liaison. School's liaison will coordinate with the Placement Site Supervisor and/or designated Placement Site contact at the beginning and end of the placement experience to solicit Placement Site input regarding the Fieldwork Program.

- 7. <u>Students</u>. University will select and adequately prepare Students for participation in the Fieldwork Program at Placement Site and will notify Placement Site in writing of any change in a Student's status.
- 7.1 <u>Academic Information</u>. University will provide and maintain records and reports of Students as necessary to conduct the education of the Students and will provide Placement Site information pertaining to relevant education and training for all Students participating in the Fieldwork Program.
- 7.2 Additional Required Documentation. Prior to the arrival of Students at the Placement Site, University will verify that Student has satisfied any and all screening and placement requirements required by Placement Site. Prior to any University student entering a District Placement Site to complete fieldwork, practicum, or supervised teaching, he/she must have TB clearance and be cleared by the state with either a Certificate of Clearance or other form of DOJ clearance.
- 7.3 <u>Discipline</u>. University agrees to discipline Students willfully violating Placement Site rules, policies, procedures, or standards of professional conduct.
- 8. <u>Adherence to Placement Site Policies</u>. University shall require that Students adhere to Placement Site rules, policies, procedures, and standards of professional conduct.
- 8.1 <u>Identification</u>. If required by Placement Site, University shall require that Students wear Placement Site identification tags.
- 9. <u>Withdrawal and/or Removal of Students</u>. University is responsible for removal and withdrawal of a Student from the Fieldwork Program if Placement Site or University determines that the Student's performance is inadequate, including, but not limited to, instances of inappropriate behavior, malpractice or unethical conduct. Notwithstanding the foregoing, should a Student's performance at any time be determined by Placement Site to be unacceptable, Placement Site shall have the right to immediately correct the situation, which may include a demand for removal of the Student from Placement Site facilities, and University agrees to honor any such demand.

10. <u>Insurance</u>. University shall carry and maintain at least \$1,000,000 per occurrence and \$3,000,000 in General Aggregate commercial general liability insurance and provide District with an additional covered party endorsement naming the District as an additional covered party. Copies of renewal notices during the term of this contract must be provided to the District within thirty (30) days to keep the contract in force. If the University changes insurance carriers, District must be notified thirty (30) days prior to change.

# DISTRICT'S RESPONSIBILITES

11. Fieldwork Learning Experience. The District will provide experiences through fieldwork and directed teaching for Multiple Subject, Single Subject and Education Specialist candidates. The district will provide practicum and fieldwork experiences for Educational Counseling, School Psychology, and Administrative Services candidates. Educational Studies candidates shall be provided fieldwork experiences, and Child Development candidates shall be provided fieldwork and supervised teaching experiences. These experiences will be provided in schools and classes of the District, for students of the University who qualify for such assignments, under the direct supervision and instruction of such credentialed employees of the District, as the District and the University, through their duly authorized representatives, may agree upon.

Directed teaching for Multiple and Single Subject credential candidates shall be deemed to include all supervised student teaching in the University's two supervised teaching courses.

12. <u>Placement Site Supervisors</u>. In accordance with the specific terms of the applicable letter agreement, District and/or Placement Site, will designate in writing Placement Site Supervisors to supervise the learning experiences of the Students, and will designate in writing at least one person to serve as contact with University personnel to assure mutual participation in and review of the Fieldwork Program and Student progress. Placement Site will notify appropriate University program in writing of any change or proposed change of the Placement Site Supervisor or designated contact person.

Programs as used herein and elsewhere in this agreement means active participation in the duties and functions of either classroom teaching, fieldwork experiences,

practicum experiences, supervised teaching, or directed teaching, under the direct supervision and instruction of employees of the District holding a valid credential, with a minimum of three years of exemplary experience as a classroom teacher, school counselor, school psychologist, or site administrator, issued by the California Commission on Teacher Credentialing.

- 13. a. <u>Evaluation and Reporting</u>. Placement Site will submit required reports on each Student's performance and will provide an evaluation to University on forms provided by University. Placement Site will notify University of any significant situation or problem that may threaten the successful completion of the Fieldwork Program by the Student.
- b. Privacy of Education Records. Placement Site acknowledged that University is subject to the Family Educational Rights and Privacy Act (FERPA) and that personally identifiable information and other matters directly related to a student either disclosed by the University to Placement Site or created by Placement Site in connection with the Fieldwork Program: (1) shall not be disclosed or redisclosed to any person or entity other than University officials without the prior written consent of the Student, except as provided below; and (2) shall be viewed only by Placement Site officials or staff who have a legitimate need to view such information to verify the qualifications of the Student to participate in the Fieldwork Program or in connection with evaluation and reporting the Student's performance to University. Placement Site may disclose/re-disclose the Student's information as required by a State, Federal or accreditation, or as otherwise required pursuant to law.

# LIABILITY AND INDEMNIFICATION

14. <u>Indemnification</u>. University shall indemnify and hold harmless, defend the Placement Site, and each of its governing board, officers, partners, employees or agents (each of which person an organization are referred to collectively herein as "Indemnitees" or individually as "Indemnitee") from and against any and all demands, debts, liens, claims, loss, damage, liability, costs, expenses, judgments or obligations, actions or causes of action, (including the payment of attorneys' fees and expenses) for or in connection with injury or damage (including, but not limited to, death) to any person or property resulting from the negligent acts or omissions of the University, its officers, partners, employees, or agents arising out of or in any way connected with the performance of its obligations under this Agreement, except to the extent caused by the negligent or intentional conduct of any Indemnitee. The

foregoing indemnity and hold harmless obligation of the University includes and applies without limitation to injury or damage to the District, Placement Site, third parties, or any or all of them and their respective property, officers, partners, employees, or agents.

## TERM AND TERMINATION

- 15. <u>Term</u>. This Agreement is effective beginning July 1, 2020 and will continue in effect for five years, unless terminated in accordance with Section 21. The parties may renew this Agreement for an additional five-year term by written agreement prior to the termination date.
- 16. <u>Termination</u>. Either party may terminate this Agreement with or without cause by giving the other party sixty (60) days advanced written notice; however, in the event an academic term/semester has commenced, such notice shall not become effective until the academic term/semester has concluded. Students in good standing currently participating in the Fieldwork Program that is in progress at the time of termination may complete that fieldwork experience.
- 16.1 <u>Immediate Termination as to Individual Students</u>. Placement Site reserves the right to take immediate action to terminate the use of its facilities by any Student where it deems it necessary to maintain its operation free of disruption.

## MISCELLANEOUS PROVISIONS

- 17. <u>Entire Agreement</u>. This Agreement constitutes the entire agreement between the parties, and supersedes all prior oral or written agreements, commitments, or understandings concerning the matters provided for herein.
- 18. <u>Amendment</u>. This Agreement may only be modified by a subsequent written Agreement executed by the parties. The provisions in this Agreement may not be modified by any attachment or letter agreement as described elsewhere in this Agreement.
- 19. <u>Governing Law</u>. The parties' rights or obligations under this Agreement will be construed in accordance with and any claim or dispute relating thereto will be governed by the laws of the State of California.
- 20. <u>Representatives</u>. The parties designate an individual as their respective representative (each, a "Representative") to manage their respective performance

under the terms of this Agreement. All notices, demands, requests, or other communications required to be given or sent by University or Placement Site, will be in writing and will be mailed by first-class mail, postage prepaid, or transmitted by hand delivery or facsimile, addressed to the Representative as follows.

Placement Site Representative	University Representative
Name:	Name: Clinical Teaching Office
Address:	Address: 1950 Third St.
	La Verne, CA 91750
Tel:	Tel: 909-448-4573
Email:	Email: ctoffice@laverne.edu

Each party may designate a change of address by notice in writing. All notices, demands, requests, or communications that are not hand-delivered will be deemed received three (3) days after deposit in the U.S. mail, postage prepaid; or upon confirmation of successful facsimile transmission.

- 21. <u>Survival</u>. University and Placement Site expressly intend and agree that Section 14 of this Agreement will survive the termination of this Agreement for any reason.
- 22. <u>Severability</u>. If any provision of this Agreement, or of any other agreement, document or writing pursuant to or in connection with this Agreement, shall be held to be wholly or partially invalid or unenforceable under applicable law, said provision will be ineffective to that extent only, without in any way affecting the remaining parts or provisions of said agreement.
- 23. <u>Waiver</u>. Neither the waiver by any of the parties hereto of a breach of or a default under any of the provisions of this Agreement, nor the failure of either of the parties, on one or more occasions, to enforce any of the provisions of this Agreement or to exercise any right or privilege hereunder, will therefore be construed as a waiver of any subsequent breach or default of a similar nature, or as a waiver of any of such provisions, rights or privileges hereunder.
- 24. <u>Mutual Representations and Warranties</u>. Each party represents and warrants that (i) it will comply with all applicable laws, rules, regulations and orders of any governmental authority in connection with its performance under this Agreement, and (ii) it has the necessary authority to enter into this Agreement and carry out its obligations hereunder.

The following signatures hereby indicate approval of this Agreement:

UNIVERSITY OF LA ("University")	VERNE	NEWHALL SCHOOL DISTRICT  ("District")
By Almaleed		By
Dr. Jonathan Reed. Ph.D	).	
Provost and Vice Preside	ent for	
Academic Affairs		(Name)
		(Title)
CERTIFICATION		
* 11	ereby certify that th	the Governing Board of the School ne following is a true and exact copy of a of said Board held on
<b>School District</b> whereby to School District for the pure experiences and/or fieldwo	the University may pose of fieldwork ork ork experiences, dis	attached Agreement with Newhall assign Students to the schools in the experiences through, practicum rected teaching, supervised teaching or the Board is hereby authorized to
	DISTR	CT
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#### Exhibit 1

# **Intern Credential Program Eligibility:**

These programs permit the students to become eligible for the intern credential if the student has:

# Multiple and Single Subject Intern Eligibility

- 1. Bachelor's degree
- 2. Admitted into program and completed the program's prerequisite course requirements
- 3. Certificate of Clearance
- 4. TB Clearance
- 5. Subject matter competence: CSET
- 6. Passed CBEST
- 7. Been offered employment as a classroom teacher in the credential subject area
- 8. U.S. Constitution
- 9. Speech

Internship must be completed within two years.

Interns are supervised by the University and the District.

# **Education Specialist Intern Eligibility**

- 1. Bachelor's degree
- 2. Admitted into program and completed program's prerequisite course requirements
- 3. Certificate of Clearance
- 4. TB Clearance
- 5. Subject matter competence: CSET
- 6. Passed CBEST
- 7. Been offered employment as an education specialist-mild-moderate teacher
- 8. Complete previous experience in a special education classroom

Internship must be completed within two years.

Interns are supervised by the University and the District.

# **Educational Counseling Intern Eligibility**

- 1. Bachelor's degree
- 2. Admitted into program and completed program's prerequisite course requirements
- 3. Certificate of Clearance
- 4. TB Clearance
- 5. Passed CBEST
- 6. Letters of recommendation
- 7. Personal statement
- 8. Been offered employment as a school counselor

Internship must be completed within two years.

Interns are supervised by the University.

# **School Psychology Intern Eligibility**

- 1. Bachelor's degree
- 2. Admitted into program and completed program's prerequisite course requirements
- 3. Certificate of Clearance
- 4. TB Clearance
- 5. Passed CBEST
- 6. Letters of recommendation
- 7. Personal statement
- 8. Been offered employment as a school psychologist

Internship must be completed within two years.

Interns are supervised by the University.

# **Administrative Services Intern Eligibility**

- 1. Preliminary or clear teaching credential or other appropriate credential
- 2. Admitted into program and completed program's prerequisite course requirements
- 3. Minimum three years teaching or other appropriate experience
- 4. Letters of recommendation
- 5. Personal statement
- 6. Been offered employment as a school administrator

Internship must be completed within two years.

Interns are supervised by the University.

# RESPONSIBILITIES OF PARTICIPATING PUBLIC SCHOOL DISTRICTS

The participating public school district has the following responsibilities:

- 1. To assist in the screening of interns;
- 2. To screen and employ qualified interns;
- 3. To determine the salary of each intern in accordance with district policies;
- 4. To identify and assign an individual who holds the appropriate valid California Credential (for the applicable program), to provide on-site supervision of the internship teacher, counselor, psychologist, or administrative services candidate throughout the internship experience.
- 5. To assume appropriate responsibilities for preparing the intern for full credentialing, including advising, supervising, evaluating and recommending the intern for the credential.
- 6. District shall assign each intern a site supervisor, who along with the University, shall supervise the intern on a regular basis, in order to fulfill Commission on Teacher Credentialing support hours.

#### **EVALUATION**

The Multiple and Single Subject Teacher Internship Program, Education Specialist Mild/Moderate Internship Program, Educational Counseling Intern Program, School Psychology Intern Program, and the Administrative Services Intern

Program Evaluation Plan will be conducted by the individual Departments of the LaFetra College of Education of the University of La Verne, in cooperation with approved participating public school districts. The evaluation plan will include the following components:

- 1. evaluation of candidates prior to admission to the program
- 2. continuing evaluation during the period of internship counseling
- 3. final evaluation prior to recommendation to CCTC
- 4. follow-up of graduates
- 5. evaluation of the program