

**MANHATTAN BEACH UNIFIED SCHOOL DISTRICT
AND
LOYOLA MARYMOUNT UNIVERSITY**

SCHOOL PSYCHOLOGY SUPERVISED FIELDWORK AGREEMENT

THIS AGREEMENT is made and entered into by and between Loyola Marymount University, hereinafter called the "UNIVERSITY," and Manhattan Beach Unified School District, hereinafter called "FIELDWORK SITE."

I. RESPONSIBILITIES OF THE UNIVERSITY

A. The UNIVERSITY will assure that the practicum/intern candidate shall have completed the necessary educational prerequisites, to be eligible for supervised fieldwork including proof of negative TB test current within one year of supervised fieldwork and issuance of fingerprint clearance.

B. The UNIVERSITY shall designate a faculty or staff member to coordinate, consult, and collaborate with the classroom teacher or district designee of the FIELDWORK SITE, the activities of each practicum/intern candidate assigned to FIELDWORK SITE and student fieldwork experience.

C. The UNIVERSITY shall complete periodic observations and/or evaluations of the practicum/intern candidate regarding his/her performance at the FIELDWORK SITE as per arrangement between the UNIVERSITY faculty or staff member and the FIELDWORK SITE supervisor.

II. RESPONSIBILITIES OF THE FIELDWORK SITE

A. The FIELDWORK SITE shall provide practicum/ intern candidates with experiences with a student population that is diverse in terms of ethnicity, culture, language, socio-economics and/or special needs.

B. The FIELDWORK SITE staff will promptly and thoroughly investigate any complaint by any participating practicum/ intern candidate of unlawful discrimination or harassment at the FIELDWORK SITE or involving employees or agents of the FIELDWORK SITE, take prompt and effective remedial action when discrimination or harassment is found to have occurred, and promptly notify the UNIVERSITY of the existence and outcome of any complaint of harassment by, against, or involving any participating practicum/intern candidate.

C. The FIELDWORK SITE staff will provide, upon request by any participating student, such reasonable accommodations at the FIELDWORK SITE as required by law in order

to allow qualified disabled students to participate in the program.

D. To provide for emergency health care of the practicum/intern candidate in case of accident at the expense of the student.

E. To provide all participating practicum/intern candidates with a copy of the FIELDWORK SITE'S rules, regulations, policies, and procedures with which the students are expected to comply and notify the UNIVERSITY of any change in its personnel, operation, or policies which may affect the field education experience.

F. Comply with all federal, state and local statutes and regulations applicable to the operation of the program, including without limitation, laws relating to the confidentiality of student records.

G. The FIELDWORK SITE staff shall comply with **APPENDIX "A"** regarding the FIELDWORK SITE'S supervision of UNIVERSITY practicum/intern candidates, as attached and incorporated by reference.

III. **THE PARTIES MUTUALLY AGREE**

A. The FIELDWORK SITE shall provide field experiences in such schools or classes of the FIELDWORK SITE and under the direct supervision and instruction of such employees of the FIELDWORK SITE, as specified by the duly authorized representatives of the FIELDWORK SITE and the UNIVERSITY.

B. The FIELDWORK SITE may, for good cause, refuse to accept for field experiences or terminate the field experience assignment of any practicum/intern candidate of the UNIVERSITY assigned to the FIELDWORK SITE in writing. Prior to removal of an practicum/ intern candidate, the FIELDWORK SITE shall consult with the UNIVERISITY about its concerns and proposed course of action. The UNIVERSITY may terminate the field experience assignment or candidate's teaching assignment of any candidate of the UNIVERSITY at the FIELDWORK SITE at any time, and may do so if the FIELDWORK SITE so requests in writing with a statement of reason(s) why the FIELDWORK SITE desires to have the candidate withdrawn

C. Neither party shall discriminate in the assignment of practicum/intern candidates on the basis of race, color, disability, sex, religion, national origin, ancestry, sexual orientation, or any other basis prohibited by law.

D. The UNIVERSITY agrees to indemnify, hold harmless, and defend the FIELDWORK SITE, its agents, and employees from and against all loss or expense (including costs and attorney fees) resulting from liability imposed by law upon the FIELDWORK SITE because of bodily injury to or death of any person or on account of damages to property, including loss of use thereof, arising out of or in connection with the Agreement and due or claimed to be due to the negligence of the UNIVERSITY, its trustees, agents, or employees.

E. The FIELDWORK SITE agrees to indemnify, hold harmless, and at the

UNIVERSITY'S request, defend the UNIVERSITY, its trustees, agents, and employees from and against all loss or expenses (including costs and attorney fees) resulting from liability imposed by law upon the UNIVERSITY because of bodily injury to or death of any person or on account of damages to property, including loss of use thereof arising out of or in connection with this Agreement, and due or claimed to be due to the negligence of the FIELDWORK SITE, its agents, or employees.

- F. UNIVERSITY and FIELDWORK SITE each agree to maintain insurance or a program of self-insurance throughout the term of this Agreement as follows:
- i. General liability coverage, written on an occurrence form, with limits of one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) in the aggregate, and
 - ii. Professional Liability Insurance written on a claims-made form or occurrence form, with limits of one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) in aggregate, and
 - iii. UNIVERSITY and FIELDWORK SITE shall maintain statutory Workers' Compensation coverage on their respective employees working at FIELDWORK SITE pursuant to the Agreement. The parties agree that the practicum/intern candidates are considered learners who are fulfilling specific requirements for field experiences as part of a degree and/or credential requirement. Therefore, regardless of the nature or extent of the acts performed by them, practicum/intern candidates are not to be considered employees or agents of either the UNIVERSITY or the FIELDWORK SITE for any purpose including Workers' Compensation or any other employee benefit programs. The students shall not be entitled to any monetary remuneration for services performed by them in the course of their training, except for a stipend in the amount of a previously agreed upon amount between the UNIVERSITY and FIELDWORK SITE.
 - iv. UNIVERSITY and FIELDWORK SITE shall provide certificates of insurance evidencing all coverage described herein, naming the other party as a Certificate Holder with policy endorsements for Waiver of Subrogation against the other party and naming the other party as an Additional Insured. Such evidence will be provided on a basis consistent with the other party with written notice at least thirty (30) days in advance of any material modification or cancellation of such coverage. With respect to individual policies of insurance maintained by candidates, such evidence will be provided prior to the date when any new practicum/intern candidate commences participation in the Program(s).
- G. Both parties acknowledge they are independent contractors, and nothing contained in this Agreement shall be deemed to create an agency, joint venture franchise or partnership relation between the parties and neither party shall so hold itself out. Neither party shall have the right to obligate or bind the other party in any manner whatsoever, and nothing contained in this Agreement shall give or is intended to give any right of any kind to third persons.
- H. Any failure of a party to enforce that party's right under any provision of this Agreement shall not be construed or act as a waiver of the said party's subsequent right to enforce any provisions contained herein.

- I. Notices required or permitted to be provided under this Agreement shall be in writing and shall be deemed to have been duly given if mailed first class to the parties that signed this agreement and to the addresses below.

PARTNER SCHOOL INFORMATION

Manhattan Beach Unified School District
Human Resources Department
Carolyn Seaton, Executive Director
325 S. Peck Avenue

Loyola Marymount University
School of Education
Attn: Dr. Brian Leung
1 LMU Drive, Suite UH-1500
Los Angeles, CA 90045

- J. If any term or provision of the Agreement is for any reason held to be invalid, such invalidity shall not affect any other term or provision, and this Agreement shall be interpreted as if such term or provision had never been contained in this Agreement.
- K. In the event of any material default under this Agreement, which default remains uncured for a period of twenty-one (21) days after receipt of written notice of such default, or in the event of the loss of WASC accreditation by the UNIVERSITY, this Agreement may be immediately terminated by the non-defaulting party.
- L. This Agreement fully supersedes any and all prior agreements or understandings between the parties or any of their respective affiliates with respect to the subject matter hereof. No change, modification, addition, amendment, or supplement to this Agreement shall be valid unless set forth in writing and signed and dated by both parties hereto subsequent to the execution of this Agreement.
- M. This Agreement shall be construed in accordance with the laws of the State of California in effect at the time of the execution of this Agreement. Should either party institute legal action to enforce any obligation contained herein, it is agreed that the proper venue of such suit or action shall be **Los Angeles County**, California.
- N. This Agreement may be executed in one or more counterparts, each of which shall constitute one and the same agreement. Further, the parties may execute this Agreement via fax or electronic mail transmission. A true and correct copy of this Agreement, as executed by the parties, may be used in lieu of an original for all purposes permitted by law.

IV. **TERM AND TERMINATION OF AGREEMENT**

- A. The TERM of this Agreement shall be **effective August 25, 2015** and shall continue in full force and effect until such time as either party gives the other party written notice of its intent to terminate the Agreement.
- B. This AGREEMENT may be terminated by either the UNIVERSITY or the FIELDWORK SITE with or without cause upon thirty (30) days notice provided that (subject to the other terms of this Agreement) all practicum/intern candidates performing fieldwork at the time of notice of termination are given the opportunity to complete their fieldwork at the FIELDWORK SITE.

SIGNATURES:

Manhattan Beach Unified School District

Signature: _____

Name: Carolyn Seaton

Title: Executive Director, Human Resources

Date: _____

Loyola Marymount University

Signature: _____

Name: Thomas O. Fleming, Jr.

Title: Senior Vice President and Chief Financial Officer

Date _____

Signature _____

Name: _____

Title: Assistant Dean, School of Education

Date _____