

# LONGY

School of Music of Bard College

## SUPERVISED FIELDWORK AGREEMENT

Longy School of Music of Bard College would like to collaborate with the San Marino Unified School District to provide the following type of supervised fieldwork:

TEACHER EDUCATION

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SCHOOL PSYCHOLOGY

☐

SCHOOL COUNSELING

☐

EDUCATION ADMINISTRATION

☐

**THIS AGREEMENT** entered by and between **Longy School of Music of Bard College** (hereinafter referred to as the “University”) and the San Marino Unified School District (hereinafter referred to as the “FIELDWORK SITE”), both referred to in the collective as the Parties.

### WITNESSETH

**WHEREAS**, the University is an accredited State Board of Education institution and desires to provide teaching experience to students enrolled in the University teacher training program.

**WHEREAS**, District agrees to permit University-approved students to obtain the requisite teaching experience by offering those students opportunities to teach classes at District schools as part of their student teaching experience.

NOW, THEREFORE, it is mutually agreed between the parties as follows:

### I. RESPONSIBILITIES LONGY SCHOOL OF MUSIC OF BARD COLLEGE

- A. The University will ensure the student shall have completed the necessary educational prerequisites to be eligible for supervised fieldwork, including proof of negative tuberculosis test, and Department of Justice fingerprint clearance. If the Longy student has access to personally identifiable SMUSD student information, the Longy student agrees to comply with the provisions of the Family Educational Rights and Privacy Act at 20 U.S.C. 1232g, and the California Education Code.
- B. The University shall designate a faculty or staff member to coordinate, consult, and collaborate with the classroom teacher or district designee of the School site, the activities of each student assigned to the FIELDWORK SITE and student fieldwork experience.
- C. The University shall complete periodic observations and evaluations of the student regarding his/her performance at the FIELDWORK SITE per the arrangement between the Longy faculty or staff member and the FIELDWORK SITE supervisor.
- D. The University may provide monetary compensation for services rendered by the FIELDWORK SITE Mentor Teacher in an amount not to exceed the actual cost of the services rendered by the Mentor Teacher, per Appendix A.

- E. AT FIELD SITE: Longy MAT Credential and Practicum Coordinator will connect with Observation Site Teacher at least 3 - 4 times:
- Visit/Phone call 1: Beginning of the Module to review logistics, scheduling, etc. Longy MAT student may also be present.
  - Visit 2: During the Module to check-in on progress of students, answer clarifying questions, and visit class for a short period of time (for discussion points with student).
  - Visit 3 – 4: Visit Class for student teacher supervision purposes (Longy Supervision Faculty)
- F. At Longy MAT:
- Assign, review, and give feedback on periodic Reflection Tasks and Activities
  - Collect evidence on Longy MAT students Practicing and being Assessed on key Teacher Performance Expectations
  - Support students to complete all tasks linked to the California Teacher Performance Expectations (CalTPAs)

## **II. RESPONSIBILITIES OF THE FIELDWORK SITE**

- A. The FIELDWORK SITE school shall attempt to provide students with experiences with a student population that is diverse in terms of ethnicity, culture, language, socio-economics and special needs.
- B. The FIELDWORK SITE school staff will promptly and thoroughly investigate any complaint by any participating student 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 Longy School of Music of the existence and outcome of any complaint of harassment by, against, or involving any participating student.
- 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 such students to participate in the program.
- D. To provide for emergency health care of the student in case of accident at the expense of the student.
- E. To provide all participating students with a copy of the FIELDWORK SITE's rules, regulations, board policies, and procedures the students are expected to comply with, and notify Longy School of Music 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 B regarding the FIELDWORK SITE's supervision of Longy School of Music students.

## **III. RESPONSIBILITIES OF THE FIELDWORK SITE OBSERVATION SITE TEACHER**

Duties outlined in Agreement letter

- a. Mentor Teacher will open classroom to Longy candidate for approximately ten weeks, two full days per week in the winter and four full days in the spring.
- b. Mentor Teacher will permit Longy candidate access to class materials distributed to students that are relative to class assignments, activities, etc.
- c. Mentor Teacher will permit Longy candidate access to student information that will help inform candidate's teaching practice, including but not limited to student cumulative files,

- individualized education programs, and assessment scores.
- d. Mentor teacher will permit Longy candidate to video record themselves teaching lessons for purpose of California Teacher Performance Assessment (CalTPA) submission (permission slips will be distributed, and student confidentiality will be central to the process).
- e. Mentor Teacher will meet with their candidate at least once biweekly during their placement for the express purpose of providing feedback that addresses a particular aspect of the candidate's development/learning. These meetings should take, minimally, the equivalent of a classroom period.
- f. Allow Longy Representative to visit classroom 1-2 times during practicum to observe Longy candidate teaching a small segment.

#### **IV. THE PARTIES MUTUALLY AGREE**

- A. The FIELDWORK SITE shall provide field experiences in such schools or classes of the school and under the direct supervision and instruction of such employees of the school, as specified by the duly authorized representatives of the school and Longy School of Music.
- B. The FIELDWORK SITE may, for good cause, refuse to accept any student for field experiences, or terminate, in writing, the field experience assignment of any Longy School of Music student. Prior to removal of a student, FIELDWORK SITE shall consult with Longy School of Music about its concerns and proposed course of action. Longy School of Music may terminate the field experience assignment or student teaching assignment of any student of Longy at the FIELDWORK SITE at any time and may do so if the school so requests in writing with a statement of reasons why the FIELDWORK SITE desires to have the student withdrawn.
- C. Neither party shall discriminate in the assignment of students on the basis of race, color, disability, age, sex, religion, national origin, citizenship, ancestry, sexual orientation, veteran's status, medical condition, marital status, or any other basis prohibited by law.
- D. The University agrees to defend, indemnify, and hold harmless the FIELDWORK SITE, its officers, employees, and agents from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damage arising out of the performance of this Agreement, but only in proportion in and to the extent that such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of Longy School of Music, its officers, employees, and agents.
- E. The FIELDWORK SITE agrees to defend, indemnify, and hold harmless Longy, its officers, employees, and agents from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damage arising out of the performance of this Agreement, but only in proportion in and to the extent that such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the school, its officers, employees, and agents.
- F. The parties agree students are considered learners who are fulfilling specific requirements for field experiences as part of a degree and credential requirement. Therefore, regardless of the nature or extent of the acts performed by them, students are not to be considered employees or agents of either Longy 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.
- G. The University agrees to carry a comprehensive general and automobile liability insurance with limits of One Million Dollars (\$1,000,000) per occurrence combined single limit for bodily injury and property damage in a form mutually acceptable to both parties to protect Longy and the FIELDWORK SITE against liability or claims of liability, which may arise out of the Agreement. In addition, the UNIVERSITY agrees to provide an endorsement to this policy stating, "Such insurance as is afforded by this policy shall be primary, and any insurance carried by the FIELDWORK SITE be excess and noncontributory." No later than the actual start date, Longy shall provide the District

with certificates of insurance evidencing all coverages and endorsements required hereunder including a thirty (30) day written notice of cancellation or reduction in coverage. Longy agrees to name the FIELDWORK SITE and its officers, agents and employees as additional insureds under said policy.

- H. 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 at such. 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.
- I. 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 said party's subsequent right to enforce any provisions contained herein.
- J. 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.

**FIELDWORK SITE CONTACT INFORMATION:**

San Marino Unified School District  
1665 West Drive  
San Marino, CA 91108  
Attn: Jason Kurtenbach, Executive Director of  
Curriculum and Instruction  
Tel: 626-299-7000

**UNIVERSITY CONTACT INFORMATION:**

Longy School of Music of BARD College  
LA Campus  
2701 Wilshire Blvd, Los Angeles, CA, 90057  
Attn: Monique Van Willingham, Director  
Tel: (617) 831-1761  
<http://Longy.edu/mat>

- K. If any term or provision of this 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.
- L. In the event of any material default under this Agreement, which default remains uncured for a period of twenty-one days after receipt of written notice of such default, or in the event of the loss of the Accrediting Commission for Schools of the Western Association of Schools and Colleges accreditation by the Longy School of music, this Agreement may be immediately terminated by the non-defaulting party.
- M. 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.
- N. 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 Orange County, California.

**V. TERM AND TERMINATION OF AGREEMENT**

- A. THE TERM of this Agreement shall be effective January 9<sup>th</sup>, 2020 and shall continue in full force and effect through June 19<sup>th</sup>, 2020. This Agreement may be renewed for one additional term of the contract by mutual written consent of the parties.
- B. THIS AGREEMENT may be terminated by either Longy School of Music or the SMUSD school with or without cause upon a 30-day written notice, provided that (subject to the other terms of this Agreement) all students performing fieldwork at the time of notice of termination are given the opportunity to complete their fieldwork at the Fieldwork Site.

**SIGNATURES:**

SAN MARINO  
UNIFIED SCHOOL  
DISTRICT:

Signature:



Name:

Jason Kurtenbach

Title:

Executive Director of Curriculum Instruction

Date:

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LONGY SCHOOL  
OF MUSIC OF  
BARD COLLEGE:

Signature:



Name:

Monique Van Willingham

Title:

Program Director

Date:

November 22, 2019

**Appendix A**  
**Payment for Master Teachers for Teacher Education Fieldwork Only**

**SPECIAL PROVISIONS – RATES and PAYMENTS**

- (a) \$250.00 Master Teacher stipend per eight (10) week session of part-time student teaching consisting of two days per week (3) units for K-12 Single Subject Preliminary Credential candidates.
- (b) \$750.00 Master Teacher stipend per eight (10) week session of full-time student teaching consisting of four days per week (6) units for K-12 Single Subject Preliminary Credential candidates.

METHOD OF PAYMENT: Stipend is to be paid directly to the FIELDWORK SITE.

In the event the assignment of a UNIVERSITY student is terminated by the UNIVERSITY or the FIELDWORK SITE for any reason after the student has been in student teaching and has been at the assignment for a minimum of two weeks, FIELDWORK SITE shall receive payment for one assignment on account of each student as though there had been no termination of the assignment. Said payment is to exceed no more than six units per session of terminated assignment. In the event the field experience of a UNIVERSITY student is terminated by the UNIVERSITY or the FIELDWORK SITE for any reason after the student has been in the field experience for a minimum of two weeks, FIELDWORK SITE shall receive payment for one assignment on account of each student as though there had been no termination of the assignment.

Within thirty days following the close of each session or academic session of the UNIVERSITY, the FIELDWORK SITE shall submit an invoice, in triplicate, to the UNIVERSITY for payment at the rate provided therein for all field experiences provided by the FIELDWORK SITE under and in accordance with this agreement during said session. This process may be altered according to individual districts procedures as to the manner in which the invoicing will proceed so long as the parties mutually agree to such alteration in advance.

**Appendix B**  
**Specific Supervision Requirements for Each Program**

**Teacher Education Fieldwork:**

- A. "Field Experience" as used herein and elsewhere in this Agreement, means active participation in the duties and function of classroom under the direct supervision and instruction of employees of the FIELDWORK SITE who hold valid teaching credentials issued by the California Commission on Teacher Credentialing, authorizing them to serve as classroom teachers in the schools or classes in which the field experience is provided, and have completed a minimum of three years successful teaching experience. "Student Teaching" as used herein and elsewhere in this Agreement, means participation in the duties and function of classroom teaching under the direct supervision and instruction of employees of the FIELDWORK SITE who hold valid, teaching credentials issued by the California Commission on Teacher Credentialing, authorizing them to serve as classroom teachers in the schools or classes in which the student teaching experience is provided, and have completed a minimum of three years successful teaching experience.
- B. The UNIVERSITY'S Teacher Education Policy provides student teachers without emergency or substitute permits may not be asked by the school districts to serve and be paid for substitute teaching as, under California law, student teachers are not certificated personnel and as they require full-time supervision. Those holding substitute or emergency permits may substitute for their master teacher only (a maximum of four days only); when s/he is ill; when it is determined by the principal that this is in the best interest of the students in the classroom as well as the candidate; after the first four weeks of the first assignment; or when the candidate is paid.
- C. "Session of Student Teaching" K-12 Single Subject Preliminary Credential candidates as used herein and elsewhere in this agreement is considered to be a full day of student teaching daily for two to four days a week for a minimum of ten weeks per quarter for K-12 credential candidates (for this, the elementary credential candidate receives three to six session units of practice teaching credit), and three periods a day for three to four days a week for a minimum of ten weeks for secondary credential candidates (for this, the secondary credential candidate receives three to six session units of practice teaching credit).
- D. An assignment of a K-12 Single Subject Preliminary Credential candidate of the UNIVERSITY to student teaching in classes of schools of the FIELDWORK SITE shall be one to two, ten-week sessions as mutually agreed between the UNIVERSITY and FIELDWORK SITE.
- E. The assignment of a UNIVERSITY student to field experiences and student teaching at FIELDWORK SITE shall be deemed to be effective for the purposes of this agreement as of the date the student presents to the proper FIELDWORK SITE officials the assignment papers or other documents provided by the UNIVERSITY effecting such assignment, but not earlier than the date of such assignment as shown on such card or other document.