EDUCATOR PREPARATION PROGRAM AFFILIATION AGREEMENT

Between

University of Hawai‘i West O‘ahu

(Name of Preparation Program Institution)

And

Department of Education, State of Hawaii

THIS EDUCATOR PREPARATION PROGRAM AFFILIATION AGREEMENT ("Agreement") is entered into this ______ day of ______ October______, 2014, by and between

The University of Hawai‘i West O‘ahu Education Division

(Insert name of institution, including Department or School., e.g., College of Education, or Department of Speech)

(hereafter also referred to as the “Preparation Program”) which is a __________ non-profit

(Insert for-profit or non-profit)

corporation, whose principal business and post office address is __________

(Insert address)

91-1001 Farrington Hwy, Kapolei, HI 96707

and State of Hawai‘i Department of Education (DOE), whose principal business is 1390 Miller Street, Honolulu, Hawai‘i 96813, and post office address of which is P.O. Box 2360, Honolulu, Hawai‘i 96804.

The parties to this Agreement wish to collaborate to provide field experience and practical guidance at participating DOE schools for students pursuing education careers in the Preparation Program. This Agreement is formatted to be a “master” agreement specifying, in general, the respective roles and responsibilities of the Preparation Program and the DOE, while allowing a participating DOE school to tailor the specification to circumstance unique to the school site.

BACKGROUND AND RECITALS

WHEREAS, ________________ The University of Hawai‘i West O‘ahu

(Name of institution)

is currently conducting preparation programs and desires to obtain field and clinical experiences for its students enrolled in its Preparation Program; and

WHEREAS, the DOE is committed to the professional education and training of education students and is willing to assist in their education by providing opportunities to complete field and clinical practice courses; and

WHEREAS, the DOE desires to participate with the Preparation Program in developing effective
educators for the State of Hawai‘i, and the DOE encourages and supports partner and participating schools to collaborate with the Preparation Program in bringing new candidates into the profession; and

WHEREAS, the Preparation Program and the DOE desire to share and integrate resources to support candidates' learning in field and clinical practice courses; and

WHEREAS, the DOE is a unified system of public schools for the State of Hawaii, encompassing approximately 255 different schools sites organized by grade levels and geographic “complex areas” across the state of Hawaii, and as a state-wide system, the DOE can offer a broad range of potential practical experience; and

WHEREAS, the Preparation Program plans to place candidates at particular DOE schools who choose to participate in this affiliation arrangement; and

WHEREAS, a particular DOE school may desire to tailor the general requirements of this affiliation to fit the circumstances of the particular school, and,

WHEREAS, for the convenience of the parties, this Agreement is intended to serve as a master agreement between the Preparation Program and the DOE setting forth the general roles and responsibilities of the parties and duration of this Agreement, and allow a particular DOE school to participate as a school site in accordance with terms or conditions unique to the participating DOE school,

NOW THEREFORE, the Preparation Program and DOE agree as follows:

AGREEMENT

1. ROLES AND RESPONSIBILITIES OF THE PREPARATION PROGRAM.

The Preparation Program agrees:

1.1. To be responsible for meeting program accreditation requirements.

1.2. To place in clinical practice courses only candidates who have satisfactorily completed all required prerequisite courses and any other academic requirements and have been recommended by faculty for placement in the clinical practice courses.

1.3. To provide preparation program faculty to collaborate with the DOE mentor in the development of field and clinical experiences and the supervision of the candidates; and to provide information to the DOE and candidates that outlines standards of performance and guidelines for the field and clinical experience. The information establishes specific performance standards and guidelines which are based on the applicable educator preparation program accreditation and licensure standards.
1.4. To complete a criminal history check for each candidate prior to the candidate's direct contact with any DOE student, pursuant to section 302A-601.5, Hawaii Revised Statutes (HRS). The candidate is responsible for any fees related to the history check.

1.5 To inform the candidates that they must adhere to the administrative policies and procedures of the DOE and to inform candidates of the confidential nature of all DOE records.

1.6 To assign a faculty member who will serve as a liaison between the DOE and the preparation program.

1.7 To handle any agreed upon honorarium directly between the preparation program and the recipient.

2. ROLES AND RESPONSIBILITIES OF THE DOE. The DOE AGREES:

2.1. To provide a mentor, licensed by the Hawaii Teachers Standard Board, to work cooperatively with candidates in learning situations.

2.2. To permit the mentor to supervise and instruct the candidates placed in partner and participating schools in the DOE during field and clinical practice courses, and to participate in the assessment decisions relating to the progress of candidates as directed by the preparation program.

2.3. To permit the mentor to work with the preparation program faculty in designing and implementing the field experiences and clinical practice courses and to assist in refining its preparation program.

2.4. To provide the candidates with appropriate resources to carry out their assigned duties.

2.5. To orient candidates to the DOE and its policies, procedures, rules and regulations applicable to their conduct while in the DOE.

2.6. To provide the preparation program with copies of any policies or procedures with which the candidates will be expected to comply.

3. JOINT RESPONSIBILITIES OF THE PREPARATION PROGRAM AND THE DOE. The Preparation Program and the DOE agree:

3.1. That the number of candidates placed in the DOE, the time period for the experience and the location where the candidate is placed shall be mutually agreed upon.

3.2. To collaborate in identifying specific field experience and clinical practice courses objectives, the student assignments, and learning activities for each candidate placed in the DOE.
3.3. That the DOE may exclude from participation any candidate whose performance is determined to be detrimental to the DOE's students; who fails to comply with proper channels of communications or established DOE policies and procedures; or whose performance is otherwise unsatisfactory, including any candidate who is unable to maintain compatible working relationships with the DOE employees, or whose health status may prevent required attendance and candidate's successful completion of the field experience and clinical practice courses.

3.4 That participating school sites shall be included in this Agreement upon submitting a completed Exhibit with accompanying Attachment A, School Partnership Commitment, to the Preparation Program. The Preparation Program shall work directly with the principal of the participating school to identify field and clinical placements. Candidates may be placed upon the approval of the principal and the mentor.

4. LIABILITY

4.1. Each party shall be responsible for claims, losses, damages, and expenses which may arise out of negligent or wrongful acts or omissions of that party or its agents or employees, acting within the scope of their duties in the performance of this Agreement.

4.2. The State of Hawai'i, shall be responsible for damages or injury caused by the DOE's or other State agents, officers, and employees in the course and scope of their employment, only to the extent that (1) a court has determined that the State or DOE is liable for such damage or injury, (2) payment for such damages or injuries is permitted by law, and (3) payment for such damages or injuries has been authorized by the Hawai'i Legislature and made available for payment.

4.3. Upon request from the DOE, the Participating Program shall provide to the DOE a certificate of insurance or other similar document confirming its insurance policies in place to cover the Preparation Program and clinical experience. The Preparation Program agrees that, within the limits of its insurance coverage, it will indemnify and hold harmless the DOE and the State of Hawai'i, its agents and employees, against any and all liabilities for personal injury, including injury resulting in death, or damage to property, or both, resulting directly or indirectly from the participation of preparation program faculty or candidates in this program with the DOE. Such indemnification shall include, but shall not be limited to, any and all liability for any injury to or caused by a Preparation Program faculty member or candidate while involved in the performance of activities under this program.

4.4. Nothing herein shall preclude either party from asserting against third parties any defenses to liability it may have under applicable law or be construed to create a basis for a claim or suit when none would otherwise exist.

5. TERM AND TERMINATION OF AGREEMENT

5.1. The Agreement shall be deemed effective upon signature by the Superintendent, and
shall continue through June 30, 2016. The Agreement may be renewed annually for two successive school calendar years thereafter, upon written agreement of the parties.

5.2. Either the Preparation Program or the DOE may terminate the Agreement prior to the expiration date upon 60 days advance written notice, so long as the written notice is received before May 1, or may terminate the agreement without the 60 days advanced written notice under the conditions set forth below.

5.2.1 The Preparation Program may terminate this Agreement, effective upon delivery of written notice to DOE or at such later date as may be stated in the notice, if funding is not obtained or continued at levels sufficient to allow stipend payments, and where parties are not able to modify the arrangement to accommodate a reduction in funds.

5.2.2 The DOE or the Preparation Program may terminate this Agreement, effective upon delivery of a written notice to the other party, or at such later date as may be stated in the notice, under any of the following conditions:

5.2.2.1. If federal or state laws, rules, or regulations are modified or interpreted in such a way that the field experience and clinical practice courses are no longer appropriate.

5.2.2.2 If any license, permit, or certificate required by law, rule, regulation, or the terms of this contract, is for any reason denied, revoked, suspended, or not renewed.

6. NONDISCRIMINATION

The Preparation Program and the DOE agree to comply with all applicable laws, rules, regulations, and policies, including, but not limited to, those relating to nondiscrimination, accessibility, and civil rights.

7. APPLICABLE LAW

This Agreement is governed by the laws of the State of Hawai‘i.

8. NOTICES

All notices or other communications purporting to exercise or otherwise affect rights and duties under this Agreement shall be given by registered or certified mail, addressed to the parties as indicated below.

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<tr>
<th>Institution/Preparation Program:</th>
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<tbody>
<tr>
<td>Dr. Mary F. Heller, Chair</td>
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<tr>
<td>Education Division</td>
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<tr>
<td>UH West O‘ahu</td>
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<tr>
<td>91-1001 Farrington Hwy</td>
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<tr>
<td>Kapolei, HI 96707</td>
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</tbody>
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| DOE: |
| Superintendent |
| State of Hawai‘i |
| Department of Education |
| 1390 Miller Street |
| Honolulu, Hawai‘i 96813 |
| Phone (808) 586-3310 |

With a copy to the participating DOE
9. MODIFICATION

This Agreement may be modified or supplemented by written agreement signed by both parties.

10. SEVERABILITY

If any term or provision of this Agreement is declared by a court having jurisdiction to be illegal or unenforceable, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties are to be construed and enforced as if the contract did not contain that term or provision.

11. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties. There are no understandings, agreements, or representations, oral or written, not specified within this Agreement.

12. WAIVER

The failure of either party to exercise any of its rights under this Agreement for a breach thereof shall not be deemed to be a waiver of such rights, and no waiver by either party, whether written or oral, express or implied, of any rights under, or arising from, the Agreement shall be binding on any subsequent occasion; and no concession by either party shall be treated as an implied modification of the Agreement unless specifically agreed in writing.

13. INDEPENDENT CONTRACTORS

The parties are independent contractors and shall not act as an agent for the other party, nor shall either party be deemed to be an employee of the other party for any purpose whatsoever. Neither of the parties shall have any authority, either express or implied, to enter any agreement, incur any obligations on the other party's behalf, nor commit the other party in any manner whatsoever without the other party's express prior written consent. Any promotional business representation by either party of the other shall be approved in advance.

14. NO THIRD PARTIES RIGHTS

This Agreement is entered by and between the Preparation Program and the Department of Education for their mutual benefit. No third party person, organization, agency, or entity, including a candidate in the Preparation Program or a DOE employee, shall have the rights to claim benefits under this Agreement or demand fulfillment of any provision of this Agreement.
15. HEADINGS

Paragraph headings are for quick reference and convenience only and do not alter, amend, or otherwise affect the terms and conditions set out herein.

UH West O`ahu/Education Division
Institution/Preparation Program

State of Hawaii
Department of Education

By: Mary F. Heller
Its: Chair, Division of Education
10.30.14
Date

Signature

By: Kathryn Matayoshi
Its: Superintendent
NOV - 3 2014
Date