

# OUT-OF-STATE PREPARATION PROGRAM AFFILIATION AGREEMENT

Between

\_\_\_\_\_  
*(Name of Preparation Program Institution)*

And

**Department of Education, State of Hawaii**

**THIS** PREPARATION PROGRAM AFFILIATION AGREEMENT ("Agreement") is entered into and between \_\_\_\_\_,

*(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 \_\_\_\_\_ corporation,  
*(For-profit or non-profit)*

whose principal business and post office address is \_\_\_\_\_  
*(Address)*

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

## DEFINITIONS

- Preparation Program: A postsecondary educational program that leads to an academic or professional degree, certificate, license, or other recognized credential approved by the HIDOE.
- Program Coordinator: A representative of the preparation program, based in the State of Hawaii, responsible for the placement and supervision of Candidates.
- Educator Program: A preparation program for teachers, school counselors and school librarians.
- Non-Educator Program: A preparation program for Speech-Language Pathologists, Occupational/Physical Therapists, Athletic Health Care Trainers, School Psychologists, Social Workers, etc.
- Candidate: An individual enrolled in a preparation program.
- Field: A range of formal activities (e.g., observation and participation, shadowing, etc.) required of candidates.
- Clinical: A range of *intensive* formal activities (e.g., student teaching, internship, etc.) required of candidates.
- School: A HIDOE K-12 public school not including Public Charter Schools.
- Mentor: A HIDOE professional who provides candidates with guidance and support in developing professional knowledge, skills, and/or dispositions in a learning environment.

The parties to this Agreement wish to collaborate to provide Field and Clinical experience at participating Schools for students pursuing careers in the Preparation Program, herein known as “Candidates.” This Agreement is formatted to be a “master” agreement specifying, in general, the respective roles and responsibilities of the Preparation Program and the HIDOE, while allowing a participating School to tailor the specifications to circumstances unique to the School site.

## BACKGROUND AND RECITALS

**WHEREAS**, the Preparation Program desires to obtain Field and Clinical experiences for its Candidates enrolled in its Preparation Program; and

**WHEREAS**, the HIDOE is committed to the professional education and training of Candidates and is willing to assist in their education by providing opportunities to complete Field and Clinical experiences; and

**WHEREAS**, the HIDOE desires to participate with the Preparation Program in developing effective professionals for the State of Hawai'i, and the HIDOE 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 HIDOE desire to share and integrate resources to support Candidates' learning in Field and Clinical experience courses; and

**WHEREAS**, the HIDOE is a unified system of public schools for the State of Hawaii, encompassing approximately 258 different school sites organized by grade levels and geographic “complex areas” across the state of Hawaii, and as a state-wide system, the HIDOE can offer a broad range of potential practical experience; and

**WHEREAS**, the Preparation Program plans to place Candidates at particular Schools who choose to participate in this Agreement; and

**WHEREAS**, a particular School may desire to tailor the general requirements of this Agreement 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 HIDOE setting forth the general roles and responsibilities of the parties and duration of this Agreement, and allow a particular School to participate as a School site in accordance with terms or conditions unique to the participating School,

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

## AGREEMENT

### 1. ROLES AND RESPONSIBILITIES OF THE PREPARATION PROGRAM.

#### The Preparation Program agrees:

- 1.1. To ensure Educator Programs meet and maintain licensure requirements that are accepted by their home state's licensing entity. To ensure Non-Educator Programs meet and maintain the approval of the HIDOE's Office of Curriculum, Instruction and Student Support (OCISS).
- 1.2. To partner with a Hawaii Teacher Standards Board (HTSB) approved preparation program that is domiciled in the State of Hawaii, to conduct the placement and supervision of Field and Clinical experience Candidates. Or, to assign a Program Coordinator, based in the State of Hawaii, as the point of contact to conduct the placement and supervision of Field and Clinical experience Candidates. Upon request by the principal and/or Mentor, the Program Coordinator shall be available physically onsite to provide Candidate support.
- 1.3. To ensure each Candidate has completed a criminal history check and has been cleared prior to direct contact with any HIDOE student, pursuant to section 302A-601.5, Hawai'i Revised Statutes (HRS). Confirmation of clearance for Field experience Candidates shall be required annually within **twelve (12) months** from the last confirmed clearance date. The Candidate is responsible for any fees related to the history check.
- 1.4. To provide participating Schools with a copy of the signed Agreement, its **Exhibit A, Attachment A**, and all other documents required prior to placement. To submit to the HIDOE, Office of Human Resources, Personnel Development Branch, a completed **Attachment B**, required to initiate the background check process.
- 1.5. To inform the Candidates that they must adhere to the administrative policies and procedures of the HIDOE and to inform Candidates of the confidential nature of all HIDOE records.
- 1.6. To place in Clinical experience 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 experience course.
- 1.7. To provide Preparation Program faculty to collaborate with the Mentor in the development of Field and Clinical experiences and the supervision of the Candidates; and to provide a student handbook to the School and Candidate that outlines standards of performance and guidelines for the Field and Clinical experience. The information establishes specific performance standards and guidelines that are based on the applicable Preparation Program accreditation and/or licensure standards.
- 1.8. To handle any agreed upon honorarium directly between the Preparation Program and the recipient, unless changes to the payment process are required to comply with law, rule, or guidance issued by a governmental agency.

## 2. ROLES AND RESPONSIBILITIES OF THE HIDEOE.

### The HIDEOE agrees:

- 2.1. To provide a Mentor licensed by the HTSB for Educator Programs. To provide a Mentor approved by the Preparation Program and/or the HIDEOE's OCISS for Non-Educator Programs. Mentors shall comply with the Preparation Program qualification requirement, and 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 HIDEOE during Field and Clinical experience 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 implementing the Field and Clinical experience 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 HIDEOE and its policies, procedures, rules and regulations applicable to their conduct while in the HIDEOE.
- 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 HIDEOE.

### The Preparation Program and the HIDEOE agree:

- 3.1. That the number of Candidates placed in the HIDEOE, 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 and Clinical experience course objectives, assignments, and learning activities for each Candidate placed in the HIDEOE.
- 3.3. That the HIDEOE may exclude from participation any Candidate whose performance is determined to be detrimental to the HIDEOE's students; who fails to comply with proper channels of communications or established HIDEOE policies and procedures; or whose performance is otherwise unsatisfactory, including any Candidate who is unable to maintain compatible working relationships with the HIDEOE employees.
- 3.4. That the Preparation Program and participating School sites shall partner in this Agreement upon the signing of the **Exhibit A, Participating School Partnership Commitment**, and accompanying documents as required. The Preparation Program shall work directly with the principal of the participating School to identify Field and Clinical experience placements. Candidates may be placed upon the approval of the principal and the Mentor, documented on **Attachment A**.

#### **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 HIDOE'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 HIDOE 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 HIDOE, the Preparation Program shall provide to the HIDOE a certificate of insurance or other similar document confirming that Candidates participating in any Field or Clinical experience under this Agreement are covered by professional liability insurance in the minimum amount of One Million Dollars (\$1,000,000.00) for liability arising out of each occurrence and One Million Dollars (\$1,000,000.00) in the aggregate.
- 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. This Agreement shall be deemed effective upon signature by the Superintendent and may be renewed annually for three (3) consecutive school calendar years thereafter, upon written agreement of the parties. Facsimile and/or scanned signatures transmitted by electronic mail shall be deemed originals. No legal obligation will arise under this Agreement, and the Agreement shall not be effective, unless and until all parties have signed the Agreement.
- 5.2. Either the Preparation Program or the HIDOE 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 HIDOE 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 HIDOE 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 and Clinical experience 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 HIDOE 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.

<p><i>Institution/Preparation Program:</i></p>	<p>DOE: Superintendent State of Hawai'i Department of Education 1390 Miller Street Honolulu, Hawai'i 96813 Phone (808) 586-3310</p>
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**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 HODOE for their mutual benefit. No third party person, organization, agency, or entity, including a Candidate in the Preparation Program or a HODOE 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.

\_\_\_\_\_  
*Institution/Preparation Program* State of Hawaii, Department of Education

Signature \_\_\_\_\_ Signature \_\_\_\_\_

By: \_\_\_\_\_ By: \_\_\_\_\_

Its: \_\_\_\_\_ Its: Superintendent

\_\_\_\_\_  
Date \_\_\_\_\_ Date \_\_\_\_\_

Agreement effective through \_\_\_\_\_  
(HODOE to complete)

**Exhibit A**

\_\_\_\_\_  
*(Institution/Preparation Program)*

**AFFILIATION AGREEMENT**

**PARTICIPATING SCHOOL PARTNERSHIP COMMITMENT**

School Name: \_\_\_\_\_

Name of Principal: \_\_\_\_\_

This Partnership will be effective:

From (Date): \_\_\_\_\_

To (Date): \_\_\_\_\_

The Department of Education School, as named above, desires to participate as a site for the Preparation Program according to the general roles and responsibilities described in this Agreement.

\_\_\_\_\_  
Principal Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Institution/Preparation Program

\_\_\_\_\_  
Program Signature

\_\_\_\_\_  
By

\_\_\_\_\_  
Its

\_\_\_\_\_  
Date

**Attachments:**

**Attachment A:** *Expectations for Preparation Program Candidates' Data Access and Use in Hawaii State Department of Education (HIDOE) Schools*

**Attachment B:** *HIDOE Board of Education Policy 204.11 Verification Form – Program submits to OHR*