

CONTRACT NAME: AGREEMENT BETWEEN LIBERTY UNIVERSITY AND DAVIS JOINT UNIFIED SCHOOL DISTRICT

BRIEF DESCRIPTION OF CONTRACT: This placement agreement between Liberty University of Virginia and DJUSD is to provide practicum experience to students enrolled in a counselor or psychology training program.

FISCAL IMPACT: The term of this agreement is August 25, 2017 to August 25, 2018. There is no fiscal impact to the District.

LIBERTY UNIVERSITY AGREEMENT

This Agreement ("Agreement") is made by and between Liberty University, Inc. (Liberty University) and **Davis Joint Unified School District** ("Institution") on this 15th day of August 2017 ("Effective Date").

RECITALS

WHEREAS, Liberty University desires to place Liberty University students enrolled in counselor or psychology training curricula (collectively, "Students"), in appropriate locations whereby Students may gain practical teaching, school counseling or school psychology experience as an important element of Students' education and training by Liberty University; and

WHEREAS, Liberty University is accredited the Virginia Department of Education as a counselor education institution that enrolls Students in a school counseling program and the Institution benefits from the services and assistance of Students in Institution's school counseling or school psychology environments; and

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

TERMS

1. Incorporation of Recitals

The Recitals appearing above are admitted by the parties to be true and correct and are incorporated into this Agreement as if fully set forth herein.

2. Term

This Agreement is effective as of the Effective Date and covers all applicable instructional periods commencing on or about the twenty fifth day of **August 2017** and ending before the twenty fifth day of **August 2018**.

3. Definitions

- 3.1 Liberty University and DJUSD accept joint responsibility in educating qualified school counselors. It is the school counselor intern's responsibility to follow and abide by the rules and regulations of both Liberty University and DJUSD. If an intern fails to do so, it could result in removal from the internship placement program.
- 3.2 DJSUD shall work with Liberty University to identify properly qualified supervisors who will serve as the intern's "on-site" supervisor under whose direct supervision the school counseling intern will complete the internship field placement. The school counseling supervisor requirements are as follows:
 - 3.3 Has a Master's Degree in Education or a related field

- 3.4 Holds licensure as a school counselor
- 3.5 Has three years of experience as a school counselor
- 3.6 Must not be a relative of the intern
- 3.7 A stipend will be offered to the "on-site" supervisor. A stipend request form must be completed by the supervisor at the beginning of the placement as all stipends are sent directly to the supervisor at the end of the placement after all required paperwork has been completed.
- 3.8 Liberty University shall assign one (1) representative to serve as liaison between Liberty University and DJUSD. That person, as a representative of Liberty University, will communicate via email with the supervisor and intern to properly facilitate communication and relationships between DJUSD faculty and staff of DJUSD.
- 3.9 DJUSD and the "on-site" supervisor shall notify the Liberty University representative of any concerns or problems within 48 hours.
- 3.10 In an effort to provide school systems with information concerning the Liberty University School Counseling Program, an online training guide is located at the bottom of the School of Education home page at www.liberty.edu/education For information specific to School Counseling Internships, please click on Internship Training Guide and then School Counseling. Within this guide, other requirements are provided, as well as duties and responsibilities of each person (intern, supervisor).

4. Parameters

Institution and Liberty University shall, from time to time, adjust the number of Students per semester that will be placed with Institution.

5. Obligation of Institution

- 5.1 Institution shall provide Students with hands-on experience through, School Counseling or School Psychology in a classroom or other appropriate environment.
- 5.2 Institution shall ensure that Students are supervised when at the assigned Location. Institution shall ensure that each Student is provided with adequate opportunity to complete School Counseling or School Psychology requirements of the Liberty University credential program as may be necessary for the Student to earn his/her semester units.

6. Termination

This Agreement may be terminated for any reason or without reason by either party by providing (30) thirty-calendar day's advance written notice of the Termination to the other party.

Institution, for good cause, may refuse to accept for Student School Counseling or School Psychology, any Student that Liberty University proposes to assign to Institution. Institution, for good cause and after consultation with Liberty University may terminate the assignment of any Student assigned to Institution. The termination of any individual Student shall not terminate this Agreement and Liberty University may, during the term of this Agreement, seek to assign additional or different Students to Institution.

7. Applicable Laws, Codes and Regulations

8.1 The Institution will instruct students on applicable state and federal law relating to unlawful discrimination, including harassment. Institution shall clearly indicate to Liberty University any laws, codes, or regulations of which Liberty University students must be informed.

8.2 Institution warrants that it and its facilities comply with all applicable laws, codes, and regulations that pertain to the operation of an educational facility, including but not limited to laws and regulations concerning unlawful discrimination, harassment, and accessibility.

8. Relationship of Parties

This Agreement shall not be construed to make the parties partners, joint ventures, brokers, employees, principal, or agent, nor shall either party hold itself contrary to these terms and neither party shall be bound by any representation, act, or omission of the other.

9. Indemnity

9.1 Insofar as permitted by law, DJUSD shall assume the defense and hold harmless Liberty University and/or any of its officers, agents or employees from any liability, damages, costs, or expenses of any kind whatsoever, including attorneys' fees, which may arise by reason of the sole fault or negligence of DJUSD, its officers, agents or employees, arising out of its performance under the terms of this agreement.

9.2 Insofar as permitted by law, Liberty University, shall assume the defense and hold harmless DJUSD and/or any of its officers, agents or employees from any liability, damages, costs, or expenses of any kind whatsoever, including attorneys' fees, which may arise by reason of any harm to person(s) or property received or suffered by reason of the sole fault or negligence of Liberty University, its officers, agents or employees, arising out of their performance under the terms of this agreement.

10. Assignment

This Agreement may not be assigned by either party without the advance written consent of the other. This Agreement shall be binding upon the heirs, successors, and assigns of both parties.

11. Notices

All notices or correspondences regarding this Agreement shall be directed to the following addresses:

Davis Joint Unified School District
ATTN: Derek Brothers
Director, Human Resources
526 B Street
Davis, CA 95618

School of Education
Liberty University
ATTN: Field Experience Director
1971 University Blvd.
Lynchburg, VA 24515

12. Entire Agreement

This Agreement constitutes the entire understanding between the parties with respect to the subject matter hereof and may be amended only upon the prior written agreement of the parties.

13. Severability

If any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal, void, or unenforceable, that shall not affect the validity and enforceability of the remaining portions of this Agreement.

14. Non-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, nor shall the same be deemed to be a waiver of any subsequent breach, either of the same provision or otherwise.

WHEREFORE, each party has caused this Agreement to be executed, in no fewer than two (2) counterparts, on their behalf personally or by a duly authorized representative, all as of the Effective Date of this Agreement.



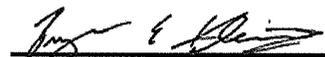
AUTHORIZED SIGNER:

Bruce E. Colby
Chief Business Officer

EMPLOYER:

Davis Joint Unified School District

9/1/17
Date



AUTHORIZED SIGNER:

Bryan E. Klein
Contracts Assistant

PROGRAM:

Liberty University, Inc.

9/1/17
Date