



Board Agenda Item #	Agenda # IV B- Action Item
Date:	October 10, 2019
To:	Magnolia Board of Directors
From:	Alfredo Rubalcava, CEO & Superintendent
Staff Lead:	Erdinc Acar, Chief Academic Officer Dr. Artis Callaham, Director of Special Education
RE:	Ratification of Field Supervisor Agreement for Counseling Interns

Proposed Board Motion

I move that the board approve the Field Supervisor Agreement for the counseling interns.

Introduction and Background

Magnolia Public Schools (“MPS”) and Schools in its CMO structure has entered an MOU with USC Suzanne Dworak-Peck School of Social Work to provide Field Education experience to counselor interns. The program requires Field Instructor/Supervisor to be provided by MPS as the “agency”. Please see Attachment B for the MOU between USC Suzanne Dworak-Peck School and Magnolia Public Schools.

Field supervisors need to be CA Board and Behavior Science credentialed Marriage and Family Therapists (MFT). Lacking credentialed MFTs in our school, MPS contracted out the service to a licensed MFT. Please see Exhibit A and B of the Professional Services Agreement for Field Supervisor’s scope of work and responsibilities of both parties.

Counseling interns report to schools about 20 hours in a week. Under the supervision of Field Supervisor and school staff, they provide related services to our students and families in terms of social and emotional counseling. Interns are onboarded with the same background and human resources requirements and go through the MPS trainings to properly function in our schools.

Over the past years, we have increased the number of counseling interns from two to seven for the 2019-20 school year. Because of this increase, MPS may end up paying the Field Supervisor more than \$25,000 which triggers the policy to seek for Board Approval on this service and payment.

Field Education

Field Education is an independent and integral sequence of the curriculum. Students are exposed to selected and organized opportunities guided by the Educational Policy and Educational Standards (EPAS) and the 9 Core Competencies of the Council on Social Work Education (CSWE). Field Education seeks to validate, apply, and integrate the knowledge, theories, and concepts of social work practice learned throughout the curriculum. Field agencies are expected to provide "in vivo" experiences relevant to the academic content. The student on the other hand is expected to apply academic knowledge, social work skills, critical thinking, professional behavior, ethics and values learned in the classroom to direct practice work. It is imperative for the agency and the school to collaborate, for integration of learning to occur concurrently in field sites and in the classroom. USC administrators, professors and field liaisons partner with agency field instructors to foster comprehensive and high-quality social work education and training. The collaboration teaches and guides students to practice with sensitivity to cultural and ethnic diversity and to abide by professional social work behavior, values, and code of ethics.

Budget Implications

***MPS CFO HAS REVIEWED AND APPROVED THE BUDGET IMPLICATIONS

Supervision cost for each intern may range between \$4,000-\$6,000 per school year. Total expense is estimated not to exceed \$26,000 for all schools. Current interns are placed according the table below.

Intern	School Site	Internship		Field Supervisor	Cost Estimate	Funding Source
	School Site	Start Date	Ending Date			
Intern #1	MSA 8	1/14/2019	12/30/2019	Tawnya Perry	\$2,600	Title 1
Intern #2	MSA 8	9/4/2019	8/1/2020	Tawnya Perry	\$5,200	Title 1
Intern #3	MSA 8 & 2	9/4/2019	8/1/2020	Tawnya Perry	\$5,200	SPED
Intern #4	MSA SD	1/7/2019	12/30/2019	Tawnya Perry	\$2,600	Title 1
Intern #5	MSA 2	9/24/2019	8/1/2020	Tawnya Perry	\$5,200	SPED
Intern #6	MSA 3 and 4	9/9/2019	8/1/2020	Jennifer Allen (MPS)	0	N/A
Intern #7	MSA 7	TBD	8/1/2020	Tawnya Perry	\$5,200	Title 1
				Total	\$26,000	

Exhibits (attachments):

1. Professional Services Agreement
2. USC Suzanne Dworak-Peck School MOU

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (this "Agreement") is entered into as of January 10, 2019 by and between **Magnolia Educational & Research Foundation** dba Magnolia Public Schools ("Client"), and **TAWNIA L. PERRY** ("Service Provider, and Field Instructor"), for professional services in connection with the project described on Exhibit A (the "Project").

RECITALS

A. Client is a Charter Management Organization running 10 Charter Schools in Los Angeles County, Orange County and San Diego County.

B. Client has entered in to a Memorandum of Understanding with USC Suzanne Dworak-Peck School of Social Work to provide Field Education experience to Counselor Interns.

C. Client is in need of the services of a **FIELD INSTRUCTOR** as described by the "Field Manual" of USC Suzanne Dworak-Peck School of Social Work. **TAWNIA L. PERRY** is a "Service Provider" as described in the "Field Manual" and is willing to provide the services described in this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, stipulated and agreed, the parties agree as follows:

AGREEMENT

1. SERVICE PROVIDER'S ENGAGEMENT AND SERVICES.

1.1. **Services.** Client hereby agrees to retain Service Provider to provide, and Service Provider agrees to provide the services described in attached Exhibit B (the "Services"). Service Provider shall provide sufficient organization and management to perform such services in an expeditious and economical manner consistent with the interests of Client. Service Provider represents and warrants that she has the requisite experience and certification required to perform the services.

1.2. **Term.** The term of Service Provider's engagement shall commence as of the date hereof and shall continue, subject to earlier termination or extension as provided below, until completion of the Project.

1.3. **Changes to Services.** Client may not make any changes to the Services, including additions, deletions, or revisions to its scope nor extend or shorten its duration without Service Provider's prior written consent, which consent may be withheld in Service Provider's absolute and sole discretion. If Client and Service Provider agree to make any changes to the Agreement that result in a material increase in the scope or duration of the Services, there shall an equitable adjustment to Service Provider's compensation and the term of the Agreement to be reasonably agreed to by the parties.

1.4. **Termination.** Either party may terminate this Agreement upon five (5) days written notice to the other party. In the event of a termination, Service Provider shall deliver to Client all materials relating to the Project received by Service Provider from Client or received from third parties at the direction of Client.

2. SERVICE PROVIDER AND CLIENT'S RESPONSIBILITIES.

2.1 Service Provider Responsibility.

(a) Service Provider shall perform the Services in a professional manner, using her accessibility training and certification, and timely manner according to the schedule set forth herein for the fees set forth in Section 3.

2.2 Client Responsibility.

(a) Client shall be responsible for (i) providing Service Provider access to the **Interns** identified by MPS and its schools a mutually agreed upon date and time, (ii) providing Service Provider with such plans or documents as may be in its possession.

(b) Client shall be responsible for paying all invoices for the Project in a timely manner and before such invoices become past due.

(c) Client shall provide to Service Provider full information regarding the **Interns** and designate a representative who shall be fully acquainted with the Project and have authority to approve matters requiring Client's approval and to render decisions promptly. Client's representative for the Project is **Artis M. Callaham**.

3. FEE.

3.1 Calculation of Fee. As compensation for services rendered under this Agreement by Service Provider, Client shall pay Service Provider on a time and material basis in an amount not to exceed **\$1,000 per semester per student** plus **weekly \$80.00 flat rate per student per hour** (the "Fee"). The Fee shall be paid according to the payment schedule set forth in Section 3.2 below.

3.2 Payment Schedule. The Fee shall be paid by Client to Service Provider as follows: Client will remit payments monthly after monthly invoice received by the Service Provider. Net 30 days.

4. REIMBURSABLE COSTS. Included in the Service Provider's Fees.

5. INDEPENDENT CONTRACTOR.

5.1 Status. Service Provider is an independent contractor of Client and shall not perform the Services under this Agreement as an employee of Client. Client shall have no right to control or direct the method, details or means by which Service Provider performs the Services required under this Agreement. Service Provider shall have no authority to enter into any contract or incur any liability or obligation on behalf of Client without the prior written approval of Client.

5.2 Compliance. Service Provider assumes full responsibility for the payment of all taxes pertaining to services rendered and compensation paid under this Agreement. Service Provider further assumes full responsibility for compliance with any and all applicable worker's compensation insurance or similar laws pertaining to services rendered and compensation paid under this Agreement.

6. INSURANCE AND INDEMNITY.

6.1 Client's Liability Insurance. Client shall maintain insurance policies for commercial general liability insurance, professional liability (errors and omissions), and such other insurance for the Project as will protect Client and Service Provider against claims which may arise from the Project and/or this Agreement.

6.2 Indemnification.

(a) Mutual Indemnification. Service Provider will indemnify, defend, and hold Client (its agents, officers, and employees) harmless from and against any and all claims, demands, liabilities, causes of action, costs and expenses (including reasonable attorney's fees and costs), asserted against Client (or its agents, officers, and employees) to the extent any such claim arises from or out of the negligence or intentional misconduct of Service Provider or its agents, officers or employees, or Service Provider's default under this Agreement. Client will indemnify, defend, and hold Service Provider (and its agents, officers, and employees) harmless from and against any and all claims, demands, liabilities, causes of action, costs and expenses (including reasonable attorney's fees and costs), asserted against Service Provider (or its agents, officers, and employees) and relating in any manner to the Project, except to the extent any such claim arises from or out of the negligence or intentional misconduct of Service Provider or its, employees, officers, or agents, or Service Provider's default under this Agreement.

(b) Concurrent Negligence. If any losses, liabilities, claims, or damages covered by either party's indemnity are caused by the concurrent negligence or intentional misconduct of both Service Provider and Client, or their respective agents, officers or employees, then the indemnifying party shall indemnify the other only to the extent of the indemnifying party's own negligence or that of its agents, beneficiaries, representatives or employees.

7. DISPUTE RESOLUTION.

7.1 Available Remedies. Except as expressly provided below, any controversy, claim or dispute between or among the parties hereto relating to this Agreement or any related agreements or instruments (including any claim based on or arising from an alleged personal injury or business tort) shall be resolved in accordance with the procedures in this Section 7. Any party to this Agreement may bring an action, including a summary or expedited proceeding, to compel arbitration of any controversy, claim or dispute in any court having jurisdiction over such action. Nothing in this Section 7 shall prevent a party from seeking injunctive relief in a court of competent jurisdiction.

7.2 Dispute Resolution Procedure. The party raising the dispute shall provide Notice to the other party of the dispute. The parties shall first meet and confer in good faith to fairly and equitably resolve the dispute. Such meeting shall occur within five (5) business days of the date of the Notice given pursuant to this Section 7.2) implementing this dispute resolution process. If the parties cannot resolve the issue within five (5) business days of the foregoing meeting, then the dispute shall be mediated using a mediator from the Los Angeles office of the American Arbitration Association ("AAA") or if AAA fails or declines to serve, such other similar arbitration or mediation service or organization as agreed to by the parties (collectively the

"Arbitration Service"). The mediation shall take place in Los Angeles, California unless otherwise agreed to in writing by the parties. If following such mediation, the parties have still not resolved the matter, then the matter shall be submitted to arbitration pursuant to Section 11(c) below.

7.3 Arbitration. The arbitration shall be conducted by a single arbitrator who shall be someone other than the mediator who served under Section 7.2) above. The arbitrator shall be selected by the parties from the Arbitration Service's panel of arbitrators, or if the parties have not agreed on the arbitrator within ten (10) business days after a party notifies the other party of its election to submit a matter to Arbitration, the arbitrator shall be selected at the request of either party by the then chief officer of the Arbitration Service office in Los Angeles, California. The Arbitration shall occur no later than twenty (20) days after the arbitrator has been selected and must be concluded within thirty (30) days thereafter with any hearing to last no more than two (2) full hearing days with one (1) day allotted to each party. Only written discovery shall be permitted and written submissions shall be limited to ten (10) pages. The arbitrator shall be bound to follow the applicable federal and state laws and regulations in deciding all issues and in rendering any award. The Arbitration proceedings shall be binding, conclusive and not appealable and any party to any award rendered in any such arbitration proceeding shall be entitled to have judgment entered thereon. The arbitrator shall determine the "prevailing party" and such party shall be entitled to its reasonable attorneys' fees and costs which shall be part of the award. The arbitration shall take place in Los Angeles, California unless otherwise agreed in writing by the parties. In no event, however, shall mediation or arbitration be available pursuant to Section 7.2 and this Section 7.3 after the date when institution of legal or equitable proceedings based on such claim, dispute, or other matter in question would be barred by any applicable statute of limitations.

7.4 Continuation of Services During Dispute Resolution. Unless otherwise agreed in writing, Service Provider shall continue to provide the Services stated in this Agreement so long as Client continues to make payments in accordance with this Agreement during mediation or arbitration pursuant to this Section 7.

7.5 Related Claims. All claims that arise out of this Agreement, which are related to or dependent upon each other, shall be heard by the same arbitrator or arbitrators even though the parties are not the same unless a specific contract prohibits such consolidation.

8. GENERAL PROVISIONS.

8.1 Attorneys' Fees. If any party commences or is made a party to a lawsuit, arbitration or other proceeding to enforce or interpret this Agreement, the prevailing party in such proceeding shall be entitled to recover from the other party all reasonable attorneys' fees and other costs incurred in connection with such proceeding, including without limitation any appeal or enforcement of any judgment or decision rendered in such proceeding.

8.2 Notices. All notices, requests, demands and other communications under this Agreement shall be in writing and shall be deemed duly given (i) on the date of delivery if personally delivered, (ii) one business day after delivery by overnight courier, telegram or electronic mail (provided that the sender retains a printed confirmation of delivery to the email address provided below), or (iii) three business days after mailing if mailed by first class mail certified or registered, postage prepaid, return receipt requested, to the parties at their addresses set forth below, or such other address designated from time to time in writing by such party to all other parties.

TAWNYA L. PERRY
4222 West 58th Place
Los Angeles, California 90043
Email: tawnya.l.perry@gmail.com

Magnolia Public Schools
250 West 1st Street, Suite 1500
Los Angeles, CA 90012
Email: amcallaham@magnoliapublicschools.org

8.3 Amendment and Waiver. This Agreement may be amended only by a written document signed by all parties to this Agreement. Waiver of any provision of this Agreement shall not be deemed or constitute a waiver of any other provision, nor shall such waiver constitute a continuing waiver.

8.4 Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, beneficiaries, legal representatives, successors and assigns. This Agreement may only be assigned with the prior written approval of the other party.

8.5 Governing Law and Severability. This Agreement shall be governed by and construed under the laws of the State of California, without regard to its conflicts of laws provisions. If any provision of this Agreement is invalid or unenforceable, and if the deletion of such provision would not adversely affect the receipt of any material benefit of the bargain by either party hereto, such provision shall (i) be modified to the minimum extent necessary to render it valid and enforceable, or (ii) if it cannot be so modified, be deemed not to be a part of this Agreement and shall not affect the validity or enforceability of the remaining provisions.

8.6 Counterparts. This Agreement may be executed in any number of counterparts, and each set of duly delivered identical counterparts, which includes all signatories, shall be deemed to be an original instrument.

8.7 Construction. This Agreement has been negotiated at arm's length and each party has been represented by legal counsel. Accordingly, any rule of law (including without limitation California Civil Code Section 1654) or legal decision that would require interpretation of any ambiguities in this Agreement against the party drafting it is not applicable and is waived. The provisions of this Agreement shall be interpreted in a reasonable manner to effectuate the intent of the parties and the purpose of this Agreement.

8.8 Further Assurances. The parties covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out this Agreement.

8.9 Entire Agreement. This Agreement represents the entire agreement between the parties with respect to the subject matter set forth above, and supersedes all previous oral and written agreements, communications, representations, and commitments between Service Provider, Client, and their respective predecessors.

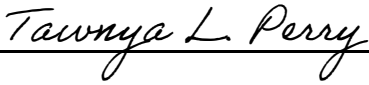
[Balance of Page Intentionally Left Blank; Signature Page Follows]

IN WITNESS WHEREOF, the Parties have executed this Agreement effective as of the date set forth above.

MAGNOLIA EDUCATIONAL & RESEARCH
FOUNDATION DBA MAGNOLIA PUBLIC
SCHOOLS

TAWNYA L. PERRY

By: 

By: 

Name: Erdinc ACAR

Name: Tawnya L. Perry

Title: Chief Academic Officer, MPS

Title: Field Instructor, MSW,LCSW,PPSC

[Signature Page to Professional Services Agreement

EXHIBIT A Project Description

Magnolia Public Schools (“MPS”) and Schools in its CMO structure has entered an MOU with USC Suzanne Dworak-Peck School of Social Work to provide Field Education experience to counselor interns. The program requires Field Instructors to be provided by MPS as the “agency.”

FIELD EDUCATION

Field Education is an independent and integral sequence of the MSW curriculum. Students are exposed to selected and organized opportunities guided by the [Educational Policy and Educational Standards \(EPAS\)](#) and [the 9 Core Competencies of the Council on Social Work Education \(CSWE\)](#). Field Education seeks to validate, apply, and integrate the knowledge, theories, and concepts of social work practice learned throughout the curriculum. Field agencies are expected to provide "in vivo" experiences relevant to the academic content. The student on the other hand is expected to apply academic knowledge, social work skills, critical thinking, professional behavior, ethics and values learned in the classroom to direct practice work.

It is imperative for the agency and the school to collaborate, for integration of learning to occur concurrently in field sites and in the classroom. USC administrators, professors and field liaisons partner with agency field instructors to foster comprehensive and high quality social work education and training. The collaboration teaches and guides students to practice with sensitivity to cultural and ethnic diversity and to abide by professional social work behavior, values, and code of ethics. This comprehensive approach helps prepare students to practice social work with adverse populations and to take on leadership roles within the profession.

Objectives of Field Education

Field Education prepares students to enter the social work profession by meeting the following objectives:

- To integrate academic learning with all levels of field work (micro, mezzo, macro)
- To increase proficiency in the required core competencies for social work education as it relates to field work.
- Evaluate Practice with Individuals, Families, Groups, Organizations, and Communities
- To develop the ability to understand and utilize a broad range of modalities and interventions in micro, mezzo, and macro practice with diverse populations
- To focus on building the knowledge for generalist practice in the 1st semester to establish a broad foundation for direct practice work
- To develop a deeper knowledge and depth of skills needed for beginning professional practice in a designated Department of Study in the 2nd, 3rd, and 4th semesters.

EXHIBIT B Scope of Services

A. Introduction

Field Instructors play a crucial role in the USC Suzanne Dworak-Peck School of Social Work Field Education experience. They provide the students the opportunity to merge previous life and work knowledge with the development of new professional competence. Field Instructors must follow the objectives that are specific to the first and second year field internship curricula. The overarching objective of Field Instructors throughout both years and across all departments is to prepare students to enter the Social Work profession.

Field Instructors are engaged in three basic Field Education components. *First*, they must orient the students to the professional system of the agency, including but not limited to the purpose of the agency, the community it serves, its policies and protocols (particularly risk management & safety), and expectations for professional dress and comportment. The agency/organization orientation and the Field Internship should be geared towards introducing and familiarizing the MSW student to the [CSWE Social Work Competencies](#).

The *second* crucial component is the development of the teacher-learner relationship between the MSW student and the Field Instructor. This starts at the first contact wherein the Field Instructor clarifies and establishes roles, expectations, and the framework for the relationship.

The last and *third* component is the development of broad and rich case assignments and field experiences. The MSW student is expected to engage in a wide variety of Social Work activities from the beginning to the end of field placement. Field Instructors are responsible in providing direct practice experiences consisting of but not limited to the following:

- Multi-level practice work: individual, group, and systemic interventions
- Multiple treatment modalities
- Assessment, diagnosis, treatment planning, and intervention
- Multi-cultural population
- Advocacy, resource referral, community needs assessment, evaluation, and documentation
- Termination
- Macro skill development such as advocacy, evaluation, fundraising and development, grant writing, program development, and others as indicated in the specific Department of Study.

Field Internship is a time-bound experience, and the Field Instructor carries the responsibility for planning, implementing, monitoring, and evaluating the student's educational experience based on the student's progress in meeting the [CSWE Social Work Competencies](#).

B. Field Instructor Qualifications

MSW Interns are supervised by Field Instructors designated by the agency and the School of Social Work. These Field Instructors are committed to teaching and upholding the values and ethics which have been developed over the long history of the Social Work profession. The Field Instructor must be identified and must complete the application process at the same time

an agency site is approved. New or replacement Field Instructors may complete the application process at any time. Field Instructors must have the following to qualify:

- An MSW degree from an accredited school of social work
- At least two years of post-MSW work experience
- A completion certificate for new Field Instruction class from USC or any Southern California CSWE accredited School of Social Work consortium partners
- Plan to attend a 12 to 15-hour long training for new Field Instructors at USC or any Southern California CSWE accredited consortium partners. USC offers a hybrid (combination of on-ground & on-line) course while the VAC offers an on- line course with synchronous and asynchronous sessions.

In addition, Field Instructors must meet the criteria required to teach and support MSW interns in field placement. They must also be committed to meet all documentation, supervision, and evaluation requirements of the program, particularly the ability to assess student progress based on the most current [CSWE Social Work Competencies](#) identified by the [Council on Social Work Education in the Educational Policy and Accreditation Standards \(EPAS\)](#).

C. Field Instructor Tasks & Responsibilities

Field Instructors are responsible for the following tasks to meet the Applied Learning in Field Education course objectives:

- Meet student(s) prior to the start of the internship for a pre-placement meeting
- Facilitate and assist with any Human Resources process and/or requirements
- Provide an agency orientation at the start of internship
- Clearly define the student's role, tasks, responsibilities and scope of practice
- Provide training, consistent communication, feedback and support to students
- Assign and maintain a diverse caseload/workload
- Provide meaningful opportunities to learn professional, direct, and/or macro practice skills related to the student's department, year of study and/or track

Field Internship is a time-bound experience, and the Field Instructor carries the responsibility for planning, implementing, monitoring, and evaluating the MSW student's educational experience based on the student's progress in meeting the [CSWE Social Work Competencies](#).

NOTE: All [forms](#) referenced in the section below can be located on the [Field Education](#) website.

- Complete the [IPT Digital Learning Agreement \(http://www.runipt.com\)](http://www.runipt.com) with the student in the first three weeks of the 1st semester of each internship year:

- Complete the Field Instructor teaching plan (Section VII)
- Review the internship schedule and student learning objectives with the MSW student(s). Write in any approved special schedule arrangement

- Do not input any digital signatures on the form until all information is finalized
- Provide and review the agency/organization Safety & Risk Management, harassment (including sexual harassment) and protected-class discrimination policies and protocols including identifying the individual to whom a report should be made

- Follow the signature protocol after the learning agreement is discussed and finalized (the student must sign first, then the Field Instructor, and finally the Field Liaison). **Make sure to follow this sequence of steps to avoid being locked out.**
 - Identify and assign a Preceptor as needed (include Preceptor feedback in the Learning Agreement/Evaluation)
 - Provide Field Instruction
- A minimum of **1-hour** individual/group weekly supervision.
- Depending on the student's needs, weekly supervision may include some group supervision as long as the student has individual supervision at least twice monthly
- Group supervision may be facilitated by non-social work professionals
 - Review and discuss the **Reflective Learning Tool** (a minimum of 4 must be submitted by Week 9 of the course and a total of 8 by the end of each semester). The Field Instructor (FI) must verify the **Reflective Learning Tool Log**, included in the IPT Evaluation form, for each semester
 - **Alert the Field Liaison if the student has not submitted submitting 2 RLT's in a row.**
 - There are different types of RLT forms students may use:
- MSW students must use Department of Study (AMHW, CYF & SCI) approved **Reflective Learning Tool** (RLT) form(s).
 - If the agency requires the use of an agency specific RLT form(s), the agency Field Instructor and student(s) must consult with the 589a/b and 699a/b Instructor/Field Liaison for approval prior to use.
 - Continuously monitor and evaluate the student's performance
 - Communicate, consult, and problem solve with the Field Liaison for support, challenges, and as needed
 - Maintain regular contact with the Field Liaison throughout the internship to discuss any and all questions/issues as soon as they arise
 - Participate in Field Liaison contact/meeting each semester. Contacts/meetings maybe conducted in person, on a virtual platform, by e-mail or phone.
 - The first semester meeting must be face-to face via a virtual platform (i.e. Skype, Bluejeans, etc)
 - The second semester meeting may vary in format as mentioned above
 - Additional meetings and/or in person meetings may be scheduled as needed or as requested by the MSW student, Field Instructor, or Field Liaison
 - Provide opportunity for mezzo and macro practice work for first year students
 - Complete the **IPT Mid-year and the Final Evaluation** with the student at the end of each semester of the 589a/b and 699a/b courses:
- Evaluate the student's skills in the **CSWE Social Work Competencies**, including feedback from the Preceptor, if applicable
- Verify that the student has met the required placement hours for each semester
- Verify that the student has met the school and the agency objectives and requirements
- Verify that the student has submitted the ten required Reflective Learning Tools
- Please do not input any digital signatures on the form until all information is finalized

- Discuss the evaluation ratings with the student and enter the digital signature on or before the identified deadline
 - Follow the signature protocol after the semester evaluation is discussed and finalized (the student must sign first, then the Field Instructor, and finally the Field Liaison). **Make sure to follow this sequence of steps to avoid being locked out.**
 - Complete all additional required evaluation. Consult with the Field Liaison for the appropriate form(s).
 - Provide a grade recommendation on the evaluation form:
- Recommend a grade of Credit, No Credit, or In-Progress in the IPT Form ○ Please note that an “In-Progress” grade will negatively affect the student’s progress and cause a delay in graduation. Notify the Field Liaison as soon as possible if the student appears to be at-risk of failing to complete any of the requirements for Field Internship to develop a Student Performance Improvement Plan – SPIP (see Evaluation/Grading on page 12, Manual)
- A “No Credit” recommendation should always be made in consultation with the Field Liaison (as early as possible in the semester), documented, and accompanied by a SPIP (copies will be retained by the student, Field Instructor, Field Liaison, and Office of Student Affairs)
- The Field Liaison will approve and assign the final grade

Note: Students cannot sign any agency “contracts” nor enter any agreements that refute or negate the provisions in the official agency/organization MOU with the USC Suzanne Dworak-Peck School of Social Work. This includes important polices regarding placement hours and educational calendar events such as finals week or All School Day.

- Facilitate the scheduled and/or unscheduled termination from the agency
- Consult with the Field Liaison regarding the supervision of dual degree students
- Alert the Field Liaison as soon as possible if there are any difficulties or challenges faced by the student.
- **Issues that mandate Field Liaison notification include but are not limited to the following:**
 - **Any and all harassment (including sexual harassment) and protected-class discrimination issues**
 - Any violation of the [NASW Code of Ethics](#)
 - Issues or difficulty in progressing in the [CSWE Social Work Competencies](#)
 - Non-compliance with agency policies and protocols
 - Excessive absences or non-approved schedule changes ○ Delays in the submission of the Reflective Learning Tools
 - Documentation issues and delays

Note: USC School of Social work is committed to providing all possible help and support to students and early intervention is essential (Please see Section E in Manual for further details).

D. Field Instruction

Field instruction takes many forms and methodologies. It ranges from the didactic method to experiential. It also varies in structure and technique. It is influenced by multiple factors such as the agency’s focus, resources available, and the skills, interest, and the personality of both the

instructor and the student. Although field instruction is a highly individualized process, the required components mentioned in the previous section are non-negotiable.

The following are some general Field Instructor guidelines for teaching and supervising MSW students and are meant to help establish a supportive learning and working environment:

- Adhere to regularly scheduled field instruction conferences with your student.
- Create a supportive environment and a positive teaching relationship taking into account your teaching style and the student's learning style.
- Be aware that you are the role model for client and peer relationships and interactions.
- Acknowledge authority-dependency conflicts and use as teaching opportunities.
- Establish your role as both supervisor and teacher early in the relationship.
- Make assignments meaningful and utilize the Reflective Learning Tool early in the relationship.
- Focus on the process and not just the content.
- Balance performance monitoring with positive supportive feedback and genuine praise. Feedback needs to be relevant, clear, balanced and timely. Encourage the student to reciprocate.
- Use case and project analysis in helping students examine their work, meet their learning objectives, process their reactions, and foster self-awareness.
- Assist the student to identify feelings, attitudes, biases, and reactions that affect their work.
- Discuss with the Field Liaison if personal therapy seems indicated.
- Introduce the use of audio taped, video recordings, and/or role-playing as a way to enrich the student's learning.
- Guide students in navigating the Developmental Stages of Internship based on the work of Sweitzer & King, 2004 (see Appendix g, Manual).

E. Challenges and Support

Field Education is inherently filled with positive and negative experiences and challenges. It is the job of the Field Instructor to create a stable learning environment in order to address these experiences and challenges as learning opportunities and to facilitate the student's educational progress. It is the responsibility of the Field Liaison as the University representative to provide support and guidance in order for the Field Instructor and the student to succeed in this endeavor. As part of the process, Field Instructors are asked to balance opposing and/or complimentary forces such as the following in order to foster learning:

- Challenge vs. Support
- Autonomy vs. Dependence
- Learning Objectives vs. Agency Objectives
- Authority vs. Mutuality
- Education vs. Training

In most instances, the balancing act is enough to prevent any major problems in the field experience. Sometimes it is not sufficient and challenges in the learning process may occur. Some examples are:

- Persistent unprofessional and/or unethical conduct including disruptive behavior
- Conflicts in teaching and learning styles

- Not meeting agency and field requirements (charting, documentation, inconsistent or insufficient hours, etc.)
- Insufficient skill or inability to meet learning objectives

When this arises, Field Instructors are required to provide an early warning to students of the areas that need improvement, based on the [CSWE Social Work Competencies](#):

- Identify and attempt to discuss and resolve the issue(s) directly with the student.
- Document the issue and efforts to resolve it
- Notify and consult the assigned Field Liaison of the issue as soon as possible. If you are not certain who the Field Liaison is, you may email sswfield@usc.edu (UPC) or vacfield@usc.edu (VAC) to identify the student's Field Liaison
- Invite the Field Liaison to mediate if unable to resolve it
- If it persists, collaborate with the Field Liaison in formulating a formal Student Performance Improvement Plan (SPIP) to identify the issue(s) and step(s) to redress the situation
- If the issue persists, the Field Liaison may remove/re-place the student. If replacement is indicated, you will be asked to complete an evaluation of the student's progress based on the [CSWE Social Work Competencies](#) as of the date of the student's departure from the agency

It is the philosophy of the school to make all efforts to prevent a re-placement. It is disruptive to the agency and to the learning process of the student.

NOTE: All Field Instructors are obligated to respond to any field internship related student concerns and to all issues pertaining to Safety & Risk Management; harassment (including sexual harassment); and protected-class discrimination issues. They are also mandated to report certain field related issues (refer to the below section) to the University Field Liaison as agreed upon in the Memorandum of Agreement (MOA).

F. Safety and Risk Management

The school recognizes that students cannot be insulated from the risks in providing services to people, institutions, and communities in crisis. Students frequently lack the experience and skills to assess risk and take appropriate precautions. Basic safety measures are thoroughly discussed in the seminar class to help prevent any problems but it is still not enough. Field Instructors are expected to orient students in basic and agency related policies and procedures that can maximize their personal safety. Field Instructors must also review agency safety and risk management policies and protocols with students. Completion of this orientation must be indicated in the Orientation Checklist portion of the Learning Agreement in the first semester of each Field Internship year. It should include but not be limited to the following:

- Building/office security policy
- Fire, earthquake, and other emergency protocols
- Transportation policies and insurance requirements
- Harassment issues
- Equity, diversity & inclusion issues
- Home / school / community visit safety policy and protocols
- Crisis intervention and disaster protocols
- Emergency and support contacts

- Federal, state, local, and agency/organization specific safety and risk management policies and protocols (i.e. weapon related policies and others)

Periodic review of these safety measures is strongly recommended. **All Field Instructors are obligated to respond to any student related concerns pertaining to Safety & Risk Management; harassment (including sexual harassment) and protected-class discrimination issues. They are also mandated to report all issues to the University Field Liaison as agreed upon in the Memorandum of Agreement (MOA).**

NOTE: All MSW students are required to learn and understand all Social Work profession expectations and all University and agency policies and protocols. Field Instructors are encouraged to do the same ([NASW Code of Ethics](#), [CSWE Educational Policy and Educational Standards \(EPAS\)](#), [SCampus](#), [USC Policies](#), [USC Disruptive and Threatening Student Behavior Guidelines](#), ["Violence-Free Campus, USC Suzanne Dworak-Peck School of Social Work Policies and Procedures](#), and [MSW Field Education Manual](#)) to be able to guide and support MSW students in their new role as Social Work Interns.

G. Strike Policy

Field Education's policy regarding agency strikes/work actions is based on the principles of educational integrity. It focuses on how educational expectations, goals and objectives can be met and maintained. The primary consideration is the student's educational experience rather than the merits of any given strike or work action. It is the School's belief that a strike bound agency is not able to provide a climate conducive to a sound educational experience. Field Education will make the assessment and decide on a course of action depending on the situation. USC Suzanne Dworak-Peck School of Social Work encourages the Field Liaison and Field Instructor to organize opportunities for students to learn from all parties and engage in discussions regarding the issue at hand. See Appendix i for possible course of action.

USC Suzanne Dworak-Peck

School of Social Work

MEMORANDUM OF AGREEMENT

(the "Agreement")

Between

UNIVERSITY OF SOUTHERN CALIFORNIA, SUZANNE DWORAK-PECK SCHOOL OF
SOCIAL WORK,

and

Magnolia Research & Educational Foundation dba
Magnolia Public Schools

Agency

250 E. 1st Street Suite 1500; Los Angeles, CA 90012

Address

Located in Los Angeles
City

CA
State/Country

The USC Suzanne Dworak-Peck School of Social Work, University of Southern California (the "School"), designates Magnolia Public Schools (the "Agency") as a School approved setting for instruction in the School's program of education for social work. The School and the Agency commit themselves to cooperative efforts, as described below, in provision of supervised educational field experiences for students. This agreement becomes effective upon 6/10/2018 and remains in force until 6/10/2019. This agreement may be renewed annually upon mutual agreement of the parties.

THE SCHOOL AGREES TO:

- Work cooperatively with the Agency in designing appropriate field learning experiences to meet the objectives of the School's field education program.
- Select and/or recommend for placement at the Agency students who appear to be most appropriate. It is understood that the Agency will have the opportunity to meet the students before placement begins.
- Provide on-line access to the School's field manual plus other pertinent instructional material, such as: academic calendar, course outlines, field bulletins, evaluation guidelines, periodic updates.
- Keep Agency and Field Instructors informed about School activities and plans affecting field education.
- Provide opportunities for Agency/Field Instructor participation in relevant School committees and activities.
- Notify students that they are subject, during their educational field experience at Agency, to applicable Agency regulations and that they must conform to the same standards as are set for Agency's employees in matters relating to the welfare of clients or patients and general Agency operation.
- The School requires that student interns obtain professional malpractice insurance through a blanket policy secured by the School, before beginning their field placement experience. The coverage liability limits are \$1,000,000 each claim, and \$3,000,000 aggregate.

THE AGENCY AGREES TO:

- Adhere to the goals of the School as presented in its field education manual except in any circumstances wherein a said goal conflicts with Agency's stated policy, rule, or procedure.
- Accept and treat the student's primary role as a learner and the field placement assignment as an educational experience. This includes the following:
 - a) permitting the student to receive needed support, assistance and instruction;
 - b) making available to the student appropriate cases and learning activities; and
 - c) permitting the student to participate in staff development and other training opportunities.
- Provide the student with the resources necessary to carry out assigned educational and service tasks, including the following:
 - a) space that is sufficiently private for carrying on independent work and activity;
 - b) clerical service and supplies for records and reports produced for the agency; and
 - c) access to client and Agency records as appropriate to assigned tasks.
- Provide qualified staff as Field Instructors for the student, subject to approval by the School.
- Assure that the Field Education Liaison is advised of policy and service changes and developments which may affect student learning or the School's curriculum.
- Provide for reimbursement of all student travel expenses on Agency business that has approval of Field Instructor.
- Provide the student with information available to its employees regarding personal safety when carrying out agency related assignments.

The Agency signatory is authorized by the Agency to sign for the agency and acknowledges having read and understood all of the terms and provisions of the Agreement, including the reverse side hereof, and agrees to be bound by all the terms and provisions contained herein upon the execution of this Agreement

UNIVERSITY OF SOUTHERN CALIFORNIA

By: Mark K. Todd

Print Name: Mark K. Todd
Vice Provost for Academic Operations

Title: _____

Date: 6/22/18

AGENCY
Magnolia Educational & Research Foundation dba
Magnolia Public Schools

By: Dr. Caprice Young

Print Name: Dr. Caprice Young

Title: Cheif Executive Officer

Date: June 11, 2018

USC SUZANNE DWORAK-PECK SCHOOL OF SOCIAL WORK

By: Marleen Wong, Ph.D.

Marleen Wong, Ph.D., LCSW
Senior Vice Dean, Field Education

Date: 06/12/2018

TERMS AND CONDITIONS

1) Coordination of Program. The parties shall use best efforts to establish the educational objectives for the program, devise methods for its implementation, and continually evaluate to determine the effectiveness of the clinical experience.

2) Students Not School Employees. The parties hereto agree that the School's students are fulfilling specific requirements for clinical experiences as part of a degree requirement and, therefore, the School's students are not to be considered employees or agents of either the School or the Agency for any purpose, including Worker's Compensation or employee benefit programs.

3) Insurance. Each party to this Agreement shall provide and maintain, at its own expense, a program of insurance covering its activities and operations hereunder. Such program of insurance shall include, but not be limited to, comprehensive general liability and professional liability with reasonable minimum coverage common in the relevant industry. Upon written request, either party shall provide the other with a certificate evidencing such coverage.

4) Termination. This Agreement may be terminated by either party with or without cause upon ninety (90) days written notice, provided that all students currently enrolled in the program at the time of notice of termination shall be given the opportunity to complete the program.

5) Arbitration. All controversies, claims and disputes arising in connection with this Agreement shall be settled by mutual consultation between the parties in good faith as promptly as possible, but failing an amicable settlement shall be settled finally by arbitration in accordance with the provisions of this Section. Such arbitration shall be conducted in Los Angeles, California, in accordance with the Commercial Arbitration Rules of the American Arbitration Association ("AAA"). The parties hereto hereby agree that the arbitration procedure provided for herein shall be the sole and exclusive method of resolving any and all of the aforesaid controversies, claims or disputes. The costs and expenses of the arbitration, including without limitation attorneys' fees, shall be borne by the parties in the manner determined by the arbitrator.

6) No Agency. Both parties acknowledge that they are independent contractors, and nothing contained herein shall be deemed to create an agency, joint venture, franchise, or partnership relation between the parties.

7) Assignment. Neither party hereto shall have the right, directly or indirectly, to assign, transfer, convey or encumber any of its rights under this Agreement without the prior written consent of the other party. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the respective successors and assigns of the parties.

8) Governing Law. This Agreement shall be construed in accordance with and all disputes hereunder shall be governed by the laws of the State of California.

9) Counterparts. This agreement may be executed in one or more counterpart copies. Each counterpart copy shall constitute an agreement and all of the counterpart copies shall constitute one fully executed agreement. This Agreement may be executed on facsimile counterparts.

10) Entire Agreement. This Agreement fully supersedes any and all prior agreements or understandings between the parties hereto or any of their respective affiliates with respect to the subject matter hereof, and no change in, modification of or 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.

11) Patient Privacy. The parties hereto affirm their commitment to comply with federal and state law regarding the use and disclosure of protected health information. Each party agrees to comply with the applicable provisions of the Administrative Simplification section of the Health Insurance Portability and Accountability Act of 1996, as codified at 42 U.S.C. § 1320d through d-8 ("HIPAA"), and the requirements of any regulations promulgated thereunder including without limitation the federal privacy regulations as contained in 45 CFR Part 164 (the "Federal Security Regulations"). Each party will promptly report to the other any use of disclosure in violation of HIPAA, the Federal Privacy Regulations, or the Federal Security Regulations of a patient's Protected Health Information which was previously disclosed to that party under this Agreement.

12) LIMITATION ON LIABILITY. To the maximum extent permitted by law, in no event will either party be responsible for any incidental damages, consequential damages, exemplary damages of any kind, lost goodwill, lost profits, lost business and/or any indirect economic damages whatsoever regardless of whether such damages arise from claims based upon contract, negligence, tort (including strict liability or other legal theory), a breach of any warranty or term of this agreement, and regardless of whether a party was advised or had reason to know of the possibility of incurring such damages in advance.



To: Magnolia Public Schools
From: Patrick Ontiveros, MPS General Counsel
Date: October 4, 2019

RE: Field Supervisor Agreement for Counseling

Magnolia Public Schools (MPS) Chief Executive Officer and MPS General Counsel acknowledge that they have read and reviewed the field supervisor agreement for counseling interns and approve for it to be taken to the board as presented.

A handwritten signature in blue ink that reads "Patrick Ontiveros".

Patrick Ontiveros
MPS General Counsel

A handwritten date in blue ink: "10/4/2019".

Date

A handwritten signature in blue ink that reads "Alfredo Rubalcava".

Alfredo Rubalcava
MPS CEO & Superintendent

A handwritten date in blue ink: "10/4/2019".

Date