

## **Agreement Between Teach For America Candidate and Loyola Marymount University**

***Teach for America (TFA) candidates enrolled in a Loyola Marymount University (LMU) School of Education program for a California teaching credential and / or a Master of Arts (M.A.) degree will:***

1. Each semester, candidates must make arrangements to pay off their student tuition bill, either by paying in full, signing up for an LMU payment plan, or, by obtaining additional financial aid/loans. Remit payment to LMU according to preferred payment method.
2. Complete the FAFSA online ([www.fasfa.ed.gov](http://www.fasfa.ed.gov)), even if not applying for financial aid or loans / scholarships separate from the LMU scholarship, in order to facilitate processing of LMU scholarship.
3. Accept all LMU scholarship awards each semester.
4. Understand that a placeholder for the AmeriCorps Award amount may be put onto the candidate's student account, each Fall & Spring semester, temporarily reducing the candidate's account balance. At the end of the academic school year, the placeholders will be removed and the candidate will be responsible for paying this amount to LMU, either by applying their AmeriCorps Award or by making full payment.  
NOTE: The Student Financial Services Office (SFS) will remove placeholders if student loans are secured in excess of the AmeriCorps award amount.
5. If for any reason the candidate becomes ineligible for the AmeriCorps Award or will not be redeeming it, the candidate must inform LMU immediately, to have the placeholder removed. The candidate understands that s/he will then be responsible for paying back to LMU the full amount of placeholders applied to their account.
6. Remit AmeriCorps Award immediately upon receipt if planning to apply the Award to LMU student account balance. AmeriCorps Award must be submitted no later than August of each year. The candidate will notify LMU-TFA Partnership staff immediately if AmeriCorps Award will NOT be applied toward LMU tuition.
7. Understand that awarding of LMU scholarships is contingent of full participation in all institutional scholarships and on continuing enrollment in the LMU-TFA Partnership Program. If a candidate chooses not to participate in scholarship requirements, the candidate is no longer eligible for the LMU Scholarship. If the candidate drops out of the LMU-TFA Partnership Program, the candidate is responsible for paying LMU all tuition costs incurred to date, including any funding paid on their behalf, to LMU for all semesters enrolled. If the student resigns from teaching position, TFA, and / or LMU, 100% of the LMU Scholarship received to date is forfeited and removed from her / his LMU Student Account. Candidate must inform LMU in writing of their decision to leave the program. After leaving the program, candidate is no longer eligible for the LMU Scholarship.
8. If a candidate fails a course (receives a grade of "F" or "NC") and thus must retake it in order to be eligible for a Preliminary Credential recommendation, the LMU Scholarship will not be given a second time for the same course. The same condition applies to courses that need to be retaken due to insufficient cumulative 3.00 GPA, and / or enrollment in Fieldwork course(s) needed to remain on Intern Credential in their second year, which is required for a credential recommendation.
9. Show valid proof of health insurance coverage comparable to LMU Health Insurance Plan by the required deadline. If acceptable proof is not provided by the deadline, the candidate will be charged for and enrolled in LMU's Health Insurance Plan for the year.
10. I acknowledge that I am responsible for providing my employer with verification and proof of my current MMR and TB vaccination as well as any other employment required vaccination information.
11. Consider enrollment in LMU's Tuition Insurance Plan, which can cover a portion of tuition costs if a candidate withdraws for certain medical conditions. If the candidate does not enroll in this plan, or if the candidate withdraws for other than medical conditions, the candidate understands s/he will be responsible for all tuition and fees incurred upon withdrawal from the program, including the LMU Scholarship. The candidate will be responsible for any charges not covered by the Tuition Insurance Plan upon withdrawal from the program. While enrollment in LMU's Tuition Insurance Plan is not mandatory, it is encouraged as an option to help protect the candidate from full tuition costs in case of unanticipated withdrawal from the program / university for verified medical conditions covered by the Tuition Insurance Plan.

12. Attend all scheduled LMU-TFA partnership classes. Upon satisfactory completion of the credential and / or M.A. courses and other requirements (meetings, appropriate certification exams, appropriate placement, etc. the candidate will be eligible for recommendation to the California Commission on Teacher Credentialing (CTC) for the granting of a Preliminary Credential and / or be recommended to LMU for the granting of an M.A. Degree.
13. Complete, sign, and file all required credential and degree documentation.
14. Pass all CTC required certification exams (e.g., RICA, CSET, edTPA, etc.).
15. General Education Intern Credential candidates who have requisite skills and knowledge may complete the Early Completion Option (ECO) program for the Preliminary Credential per California Education Code 44458. Candidate must remain enrolled in the standard Intern pathway until passing the NES-APK and the edTPA exams, and will need Fieldwork support regardless of which pathway s/he completes. If a candidate does not pass the edTPA on the first submission, regardless of when s/he submits it, the candidate is no longer eligible for the ECO pathway,
16. Meet all School of Education academic, dispositional, credential, and general program requirements as outlined in the most current LMU Graduate Bulletin by the CTC. The Graduate Bulletin outlines program benchmarks, which must be met by candidates for program continuance.
17. Notify LMU of all teaching placement / employment changes (including content area switches, reduction or addition in teaching load / instructional hours, school location, medical or administrative leave etc.); this is required in order to be compliant with CTC requirements. Candidate is responsible for any fees to the CTC due a placement change.
18. I authorize LMU to register me for LMU-TFA Partnership pre-service courses when needed. I acknowledge that I am responsible for all tuition and fees associated with the above-mentioned courses according to this document.
19. In accordance with the Family Educational Rights and Privacy Act of 1974, I give consent to the release of the following information to the indicated offices:
  - a. Academic Records to be disclosed to LMU-TFA Partnership staff: transcripts, progress towards degree, academic standing and information related to student disposition and conduct, student reports of sexual harassment, sexual or interpersonal misconduct (as defined in Appendix "A") or student reports of potential violations of the LMU Student Conduct Code – Community Standards Booklet.
  - b. Parties to Whom the Records may be disclosed: Teach For America, LMU School of Education, LMU Office of the Registrar, LMU Department of Public Safety / Title IX Coordinator and the principal of the school in which I am placed.
  - c. Purpose of Disclosure: For use in educational program, award recognition, academic support, verification of minimum academic standards, and University enrollment.
  - d. Length of Disclosure: This authorization shall remain in effect as long as I remain enrolled at Loyola Marymount University as part of the LMU-TFA Partnership program or until I revoke this access by sending written notification to the LMU Office of the Registrar.

I, \_\_\_\_\_, consent to the above mentioned conditions.

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**Teach for America Candidate Signature**

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**Date**

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**Loyola Marymount University Signature**

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**Date**

## **APPENDIX “A”**

### **DEFINITIONS:**

**“Consent”** is defined as the unambiguous and willing participation or cooperation in act, behavior or attitude that is commonly understood to be consistent with the exercise of free will. It is the responsibility of each person involved in the sexual activity to ensure that he or she has the affirmative consent of the other(s) to engage in the sexual activity. Consent requires participants who are lawful adults, fully conscious, equally free and legally competent to act, have clearly communicated their willingness, cooperation, or permission to participate in the specific sexual activity engaged in, are positive and clear about their desires, and are able to cease ongoing consensual activity at any time. Refusal to consent does not have to be verbal; it can be expressed with clear gestures, body language or attitude. Lack of protest or resistance does not mean consent, nor does silence mean consent. Prior sexual history between the complainant and respondent, by itself, does not constitute consent, nor does consenting to sexual activity with one person imply consent to sexual activity with another person.

Consent is not freely given if:

1. It is obtained through the use of force, through the fear of or the threat of force, through the abuse of a power positions over another (such as employment status or position within an organization) or by kidnap; or
2. A reasonable person in the position of the alleged perpetrator at the time the alleged conduct occurred should have known that the other person was unable to give consent for any of the following reasons:
  - a. The individual is unable to make an informed decision as a result of the use of alcohol, drugs or other substances (including but not limited to predatory drugs or prescribed medications);
  - b. The individual is unable to consciously respond for whatever reason including lack of consciousness, sleep, illness or shock;
  - c. The individual is under the age of eighteen and therefore legally incapable of giving consent; or
  - d. The individual is known by reason of impairment, mental condition or developmental or physical disability to be reasonably unable to consent.
3. The individual has acted or spoken in a manner which expresses a lack of consent or a refusal to consent.

The following are invalid excuses for failing to obtain affirmative consent from the Complainant:

1. The responding party's belief in affirmative consent arose from the intoxication or recklessness of the responding party; or
2. The responding party did not take reasonable steps, in the circumstances known to the responding party at the time, to ascertain whether the complaining party affirmatively consented.

**“Sexual Misconduct”** is defined as Sexual Assault, Sexual Exploitation, Interpersonal Misconduct, or the act of making sexual contact with the intimate body part of another

person without that person's consent including as the result of sexual coercion. Intimate body parts include the sexual organs, the anus, the groin or buttocks of any person, and the breasts. Student-on-student sexual misconduct also includes sexual harassment.

**“Sexual Assault”** is defined to include engaging in sexual intercourse or any of the sexual activities listed below with another person without that person's consent. Sexual Assault includes, but is not limited to, rape, sexual battery, anal intercourse, oral copulation or penetration of a body cavity by a foreign object. Sexual intercourse includes the penetration, however slight, of the vagina or anus with any object or body part and of the mouth with a body part or any object in a sexual manner.

**“Sexual exploitation”** is sexual misconduct that occurs when a person takes unjust or abusive sexual advantage of another for his or her benefit or for the benefit of anyone other than the exploited party; and that behavior does not otherwise constitute sexual assault. Examples of sexual exploitation include, but are not limited to, invasion of sexual privacy, audio or video recording or photographing of any type (webcam, camera, Internet exposure, *etc.*) without knowledge and consent of all persons; going beyond the boundaries of consent (such as letting another person hide and watch you have consensual sex without the knowledge of the other party), engaging in unconsented voyeurism, exposing one's genitals in non-consensual circumstances; coercing another against their will to expose their genitals or breasts, and prostituting another person.

**“Interpersonal Misconduct”** includes Dating Violence, Domestic Violence and Stalking, as defined below

**“Dating Violence”** is defined in accordance with the reauthorization of the Violence Against Women Act, as violence committed by a person:

1. Who is or has been in a social relationship of a romantic or intimate nature with the victim; and
2. Where the existence of such a relationship shall be determined based on the complaining party's statement with consideration of the following factors:
  - a. The length of the relationship
  - b. The type of the relationship
  - c. The frequency of interaction between the persons involved in the relationship.
3. Dating Violence includes, but is not limited to, sexual or physical abuse or threat of such abuse.

Dating violence does not include acts covered under the definition of domestic violence.

**“Domestic Violence”** is defined in accordance with the reauthorization of the Violence Against Women Act as a felony or misdemeanor crime of violence committed by a current or former spouse or intimate partner of the victim, by a person with whom the victim shares a child in common, by a person who is cohabitating with or has cohabited with the victim as a spouse or intimate partner, by a person similarly situated to a spouse of the victim under California law, or by

any other person against an adult or youth victim who is protected from that person's acts under California law.

**"Stalking"** is defined in accordance with the reauthorization of the Violence Against Women Act as engaging in a course of conduct directed at a specific person(s) that would cause a reasonable person to fear for his or her safety or the safety of others; or suffer substantial emotional distress.

For the purposes of this definition "course of conduct" means two or more acts, including, but not limited to, acts in which the stalker directly, indirectly or through third parties, by any action, method, device or means, follows, monitors, observes, surveils, threatens or communicates to or about a person, or interferes with a person's property.

For the purposes of this definition "substantial emotional distress" means significant mental suffering or anguish that may, but does not necessarily, require medical or other professional treatment or counseling.

**"Sexual Harassment"** for the purposes of this policy is defined as unwelcome conduct of a sexual nature, including unwelcome sexual advances, requests for sexual favors, and other verbal, non-verbal, physical or visual conduct by a person of either the same or opposite sex where:

1. submission to or rejection of the conduct is made either an explicit or implicit condition of academic achievement and/or employment;
2. submission to or rejection of the conduct is used as the basis for an academic and/or employment decision; or
3. the conduct has the purpose or effect of unreasonably interfering with academic, or work performance or creating an intimidating, hostile, or offensive, living, academic, or work environment.