

# EDUCATIONAL FIELDWORK AGREEMENT 2024-2026

This agreement is entered into by and between AZUSA UNIFIED SCHOOL DISTRICT (hereinafter called the "District"), and the UNIVERSITY OF REDLANDS (hereinafter called the "University"). This term of agreement shall be from 1 MAY 2024 until 30 JULY 2026.

### A. RECITALS

- 1. The purpose of this Agreement is to provide educational fieldwork experiences to students enrolled in the Professional Educational curriculum and/or the Communication Sciences and Disorders graduate curriculum of the University. This Agreement is entered into pursuant to the applicable provisions of the California Educational Code, including, but not limited to, Section 11006.
- 2. Notwithstanding any other provisions herein, this Agreement shall become operant only pursuant to the provisions of Board Policy/Administrative Regulation of the District.

#### **B. OPERATIVE PROVISIONS**

- 1. The District shall provide educational fieldwork experiences in schools, classes or other appropriate sites of the District, under the direct supervision and instruction of certificated employees of the District, not to exceed 16 semester units of credit per student.
- 2. The District may, for good cause, refuse to accept for participation, any student of the University assigned to educational fieldwork experiences in the District. The University shall terminate the assignment of any student of the University upon the District's request, which request shall be made only for good cause. The District and University will provide the candidate with a fair process in the case of a dismissal, including, except when safety or compliance require immediate removal, fair notice to the student of the cause, and an opportunity to be heard and respond to the charges before a decision is made.
- 3. In performance of this Agreement, each of the parties hereto agrees that it shall not discriminate against any student on the basis of race, color, religion, ancestry, national origin, physical or mental impairment, sex, or any other basis prohibited by law.
- 4. That in accordance with PC 11105.3, pre-service teachers and fieldwork candidates will not be placed in fieldwork experiences in the District with unsupervised access to children until a background check by the Department of Justice, including fingerprint clearance, is complete and received by the District. The University will assume the responsibility of fingerprint clearance before a request for placement shall be sent to the district. The University will confirm that a candidate is in good standing by verifying fingerprint clearance through the California

Department of Justice (DOJ) and the Federal Bureau of Investigation (FBI) upon admission to the program and at the start of each term. Subsequent arrest records received by the District will be cause for a District review of continued student suitability. The District will be the sole determiner if it is deemed that the student will be removed from the fieldwork assignment.

- 5. Pre-service teachers and fieldwork candidates will not be placed in fieldwork experiences in the District without a current negative TB test (skin test dated in the past two years or chest x-ray exam dated within the past five years) and any other required vaccinations, which will be kept on file with the University.
- 6. University students' assignments to pre-service and clinical fieldwork experiences in schools will be under the following definitions:

**"Student Teachers"** means persons recommended by the University, possessing a certificate of clearance or other appropriate certificate, who have been approved to engage in unpaid classroom teaching experiences and/or individualized therapy under the supervision of a regularly credentialed employee of the District. An assignment of a student of the University to a student teaching or placement in schools of the District shall be at the discretion of the University, working cooperatively with the District. The assignment shall last for a designated period of time, not to exceed a full University semester of 14 weeks.

"Clinic Teachers" means persons recommended by the University, possessing a certificate of clearance or other appropriate certificate, to engage in limited unpaid classroom teaching experiences under the supervision of a regularly credential employee of the District. Clinic teaching is designed to provide University teacher candidates limited exposure and practice to teaching methods for a designated period (usually 4 to 6 weeks). Arrangements for this experience will be made cooperatively between the University supervisor and the principal of the participating school.

**"Resident Teachers"** means persons recommended by the University, possessing a certificate of clearance or other appropriate certificate, who have been approved to engage in classroom teaching experiences under the supervision of a regularly credentialed employee of the District or of the University. An assignment of a student of the University to a resident teaching or placement in schools of the District shall be at the discretion of the University, working cooperatively with the District. The assignment shall last for a designated period of time, typically, but not limited to a semester as agreed upon by the University, the School District, and the Resident Teacher. A Resident Teacher is not an employee of the District. Resident Teachers may receive a living stipend for the residency experience from the District. Either the District or the University reserves the right to issue or deny the preliminary teaching credential at the end of the residency experience.

**"Student Interns"** means person recommended by the University possessing a certificate of clearance or other appropriate certificate, who have been approved to engage in unpaid educational service experiences (counseling, administration, librarianship, etc.) under the supervision of a regularly credentialed employee of the District.

**"Teaching Interns"** means persons recommended by the University possessing a certificate of clearance and an Internship Credential, who have been approved to engage

in paid teaching services under the supervision of a regularly credentialed employee of the District and a University supervisor for a minimum of a University semester of 14 weeks. The University reserves the right to issue or deny the preliminary teaching credential at the end of the internship experience. Either the District or the University may remove the teaching intern for unsatisfactory performance.

**"Student Observers"** means persons recommended by the University who have been approved to engage in observation of classroom teaching or other educational services performed by regularly credentialed employees of the District. Student observers may be permitted to engage in limited educational fieldwork experiences under the direct supervision and in the presence of a regularly credentialed employee of the District.

**"Education Administration Fieldwork/Interns"** means persons recommended by the University who hold a baccalaureate degree from a regionally accredited institution of higher education (EC 44453). The candidate must have either three years' experience (intern) or five years' experience under a prerequisite Preliminary Administrative Services credential (PASC), has met the Basic Skills requirement, and is eligible for an Administrative Internship Credential, who have been approved to engage in paid administrative services (if this does not displace a certificated employee). The candidate shall be under the supervision of a regularly credentialed employee of the District and a University Supervisor for a minimum of 16 weeks. The University authorizes the candidates in an administrative internship program to assume the functions authorized by the regular administrative services credential at the end of the internship experience. Either the District or the University may remove the administrative intern for unsatisfactory performance.

PASC students are required to complete 60 hours of fieldwork, 10 hours per course under the supervision of an on-site supervisor/coach, holding an Administrative Services Credential and working in an administrative capacity. Students will complete 20 hours of fieldwork at an elementary site, 20 hours at a middle school site, and 20 hours at a high school site under the supervision of a Supervisor/Coach. Supervisor/Coaches will meet 6 times each semester with the PASC student to 1. Plan a prescribed administrative Fieldwork Experience 2. Implement the plan to enhance the on-site experience 3. Evaluate each area implemented to ensure a completed quality experience 4. Provide quality feedback to the candidate. Supervisor/Coaches are invited to attend planned professional development workshops provided by the School of Education.

**"School Counseling Fieldwork Candidates"** means persons recommended by the University, who possess a valid certificate of clearance, current TB test, proof of liability insurance, have satisfied the Basic Skills requirement, satisfactorily completed prerequisite courses and 100 practicum hours. Candidates are concurrently enrolled in a fieldwork support course during their fieldwork experience. Candidates will be under the supervision of a regularly paid Pupil Personnel Service (PPS) credentialed employee of the District (herein referred to as the site supervisor) and the instructor of the fieldwork support course. The fieldwork placement is coordinated by the District who selects a site supervisor who has a minimum of two years' post-master's experience related to the candidate's fieldwork setting, and a minimum of one year at the site. Site supervisors work with candidates to establish goals, complete evaluations, and provide one hour of supervision each week of the fieldwork experience. A total of 800 clock hours of fieldwork are required to complete the PPS School Counseling credential. 600 hours must be completed in public Pre-K-12 settings, and up to 200 hours can be completed in nonpublic counseling settings. The 600 hours of public Pre-K-12 experience must be completed in a minimum of two different Pre-K-12 levels. The University reserves the right to issue or deny the PPS School Counseling credential at the completion of the student's program.

"Communication Sciences and Disorders Fieldwork/Interns" means persons recommended by the University, possessing a certificate of clearance, who have been approved to engage in unpaid educational service experiences (evaluation, conferencing, therapy, etc.), under the supervision of a state credentialed and ASHA certified speech/language pathologist. An assignment of a student of the University to a placement in the Public School shall be at the discretion of the University, working cooperatively with the Public School. The assignment shall last for a designated period of time, typically, but not limited to a semester as agreed upon by the Department and the School District.

- 7. The assignment of a student of the University to pre-service fieldwork experiences in the District shall be deemed to be effective for the purposes of this Agreement as of the date the University presents to the proper authorities of the District a document effecting such assignment or through other procedures established and communicated by the District.
- 8. The University will be responsible for providing a program supervisor, as defined by the CTC, to observe and evaluate academic performance. Employed by the University to direct, observe, and evaluate the performance of students of the University engaged in pre-service fieldwork experiences for academic purposes only. This person(s) will work cooperatively with those individuals in the District responsible for placement and direct supervision.
- 9. The University is obligated to maintain neutrality in the District's labor disputes, to ensure that all field experiences, including practice teaching, will be educationally valid, and to avoid placing its students in situations in which there is a risk of physical injury.
- 10. In the event of a labor dispute in the District, University students involved in field experiences shall report to the University until the University supervisor and director of fieldwork have assessed the situation.
- 11. During a labor dispute at a District field experience site, University faculty members who supervise students will visit the District's school site on a regular basis to observe, to meet with District personnel, and to determine whether the situation remains educationally valid and physically safe for field experience activity.
- 12. During disputes, if the situation is educationally valid and physically safe and the District teacher is present in their regular position, the University supervisor will allow the student the option of continuing to practice teach at that site or of terminating the assignment.

### C. FINANCIAL PROVISION

- 1. It has been determined between the parties hereto that any payments to be made to the District or its employees under this Agreement do not exceed the actual cost to the District of the services rendered by the District.
- 2. Notwithstanding any other provisions of this Agreement, the University shall not be obligated by this Agreement to pay the District or its employees any amount in excess of the total sum set forth in financial provisions.
- 3. For student teachers assigned to schools in the District, the University shall tender to the District an honorarium of \$350.00 per 14-week period, to be paid at the end of the assignment. The District shall reimburse each supervisory master teacher/employee at rates specified herein.
- 4. For Counseling Fieldwork Candidates only, the University shall tender to the District a \$25.00 honorarium for each 50 hours, to be paid at the end of the assignment. Unless otherwise specified, the District shall reimburse each district supervisor/employee at the rates specified herein.
- 5. For Communication Sciences and Disorders Fieldwork/Interns only, the University shall tender to the District an honorarium of \$200.00 for each full-time supervisor for each full-time student of the University to be paid at the end of the assignment. The District shall reimburse each master teacher at rates specified herein.

# **D. ALTERATION DISCLAIMER**

No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto, and no oral understanding of agreement not incorporated herein shall be binding on any of the parties hereto.

# E. MUTUAL HOLD HARMLESS AND INDEMNIFICATION

THE UNIVERSITY OF REDLANDS shall hold harmless, defend and indemnify AZUSA UNIFIED SCHOOL DISTRICT and its officers, employees, and agents from any and all losses, demands, claims, damages (including costs and attorney fees), or causes of action arising from any negligent or willful act of THE UNIVERSITY OF REDLANDS, its officers, employees, or student teachers incurred in the performance of this Agreement.

AZUSA UNIFIED SCHOOL DISTRICT shall hold harmless, defend and indemnify the UNIVERSITY OF REDLANDS and its officers, employees, and agents from any and all losses, demands, claims, damages (including costs and attorney fees), or causes of action arising from any negligent or willful act of AZUSA UNIFIED SCHOOL DISTRICT it's officers, employees, or student teachers incurred in the performance of this Agreement.

# F. NO EMPLOYER-EMPLOYEE RELATIONSHIP

No relationship of employer and employee is created by this agreement. It is understood that the student shall have no claim under this agreement against the School District or the University for vacation with pay, sick leave, retirement benefits, medical or dental insurance, worker's compensation benefits or social security contributions.

# G. OTHER AGREEMENT

This Agreement replaces all previous agreements between the UNIVERSITY OF REDLANDS and the AZUSA UNIFIED SCHOOL DISTRICT. This Agreement may be extended or modified for subsequent periods of time with the written agreement of both parties."

# THE PARTIES ADDITIONALLY, MUTUALLY AGREE AS FOLLOWS:

- A. The UNIVERSITY agrees to indemnify, hold harmless, and at the DISTRICT's request, defend the DISTRICT, its agents and employees from and against all loss or expense (including costs and attorney fees) resulting from liability imposed by law upon the DISTRICT because of bodily injury to or death of any person or on account of damages to property, including loss of use thereof, arising out of or in connection with this Agreement and due or claimed to be due to the negligence of the UNIVERSITY, its agents or employees.
- B. The DISTRICT agrees to indemnify, hold harmless, and at the University's request, defend the UNIVERSITY, its agents and employees from and against all loss or expenses (including costs and attorney fees) resulting from liability imposed by law upon the University because of bodily injury to or death of any person or on account of damages to property, including loss of use thereof, arising out of or in connection with the Agreement, and due or claimed to be due to the negligence of the DISTRICT, its agents or employees.
- C. Each party shall maintain all insurance coverages (e.g., Workers' Compensation insurance) necessary to comply with federal, state, or local requirements. Additionally, the parties agree to maintain general liability insurance coverage, including sexual abuse and molestation coverage, in amounts not less than One Million Dollars (\$1,000,000) per occurrence, Three Million Dollars (\$3,000,000) in the aggregate. Each party agrees to provide the other party, upon written request, with a certificate of insurance evidencing the required insurance coverage during the duration of this Agreement.
- D. Both parties acknowledge they are independent contractors, and nothing contained in this Agreement shall be deemed to create an agency, joint venture, franchise, joint employer relationship, or partnership between the parties and neither party shall so hold itself out as anything other than an independent contractor. Neither party shall have the right to obligate or bind the other party in any manner whatsoever, and nothing contained in this Agreement shall give or is intended to give any right of any kind to third persons.
- E. This Agreement fully supersedes any and all prior agreements or understandings between the parties or any of their respective affiliates with respect to the subject matter hereof. No change, modification, 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.

The term of the Agreement shall be from is 1 May 2024 to 30 July 2026.

# AZUSA UNIFIED SCHOOL DISTRICT

By	_ Date
Signator	_
Signator's Title	-

# UNIVERSITY OF REDLANDS

Date