

EDUCATIONAL FIELDWORK AGREEMENT 2017-2019

This agreement is entered into by and between **UNIFIED SCHOOL DISTRICT** hereinafter called the “District”), and the **UNIVERSITY OF REDLANDS** (hereinafter called the “University”). This term of agreement shall be from **1 January 2017 until 30 June 2019**.

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 Communicative Disorders 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.
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. Credential and degree candidates assigned field experiences in #6 that follows, will have California Department of Justice and Federal Bureau of Investigation fingerprint clearance documentation on file with the University. The University certifies that all credential Students have provided proof of negative tuberculosis to the University before starting any coursework leading to a California credential. The University certifies that University holds proof of negative tuberculosis for all Students placed within District.
5. Credential candidates assigned field experiences in #6 that follows, will be provided early educational fieldwork experiences including the appropriate student and school permission embedded in the California Commission on Teacher Credentialing TPA (Teacher Performance Assessment), a required mandate.
6. Assignment of a student of the University to pre-service 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 semester of 15 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 credentialed 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.

“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 18 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) and has completed three years experience on a prerequisite credential, received a passing score on the CBEST, 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, and 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. The University reserves the right to issue or deny the preliminary administrative credential at the end of the internship experience. Either the District or the University may remove the administrative intern for unsatisfactory performance.

“Counseling Fieldwork Candidates” means persons recommended by the University, possessing a certificate of clearance, current TB test, and passing CBEST, have completed an application for Field Placement approved by the Counseling Fieldwork Coordinator, completed 100 hours of practicum with a 3.0 GPA or better in the following courses: Educ. 601 Interpersonal Relationships, Educ. 602 Pluralism in Education and Educ.657A Practicum Fieldwork in Counseling. Candidates have enrolled in or completed the following courses: Educ. 653 Techniques of Counseling & Consultation, and Educ. 680 Human Development Across the Life Span. Candidates will be under the supervision of a regularly paid pupil personnel service credentialed employee of the District and a University supervisor. One hour of supervision will be provided by the district supervisor for every 40 hours of fieldwork experience. The district supervisor and the counseling candidate will decide on the number of fieldwork hours to be completed at any given site. This information will be noted in writing prior to beginning the fieldwork experience. A total of 600 clock hours of fieldwork is required to complete the pupil personnel services credential. 400 hours must be completed in public K-12 settings, and up to 200 hours can be completed in non-public counseling settings. The 400 hours of public K-12 experience must be in at least 2 of 3 levels with 200 hours in each setting (i.e. elementary, middle school or high school). The University reserves the right to issue or deny the pupil personnel services credential at the end of the field experience. Either the District or the University may remove the counseling candidate for unsatisfactory performance.

“Communicative Disorders Fieldwork/Interns” means persons recommended by the University, possessing a certificate of clearance or other appropriate certificate, 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, not to exceed a full semester of 15 weeks (usually 10 to 13 weeks).

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 University supervisor or person designated and employed by the University to direct, supervise, and evaluate the performance of students of the University engaged in pre-service fieldwork experiences. 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.
 - A. 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 program coordinator have assessed the situation.
 - B. 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.
 - C. During disputes, if the situation is educationally valid and physically safe and the District teacher is present in his/her 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. The University shall tender to the District an honorarium of \$100.00 per seven week period for each full-time student teacher of the University assigned to schools in the District, 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 \$100.00 honorarium to be paid at the end of the assignment. The District shall reimburse each district supervisor/employee at the rates specified herein.
5. For Communicative 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 **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.

- **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 **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 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 **UNIFIED SCHOOL DISTRICT**. This Agreement may be extended or modified for subsequent periods of time with the written agreement of both parties.

This Agreement is executed this day **1 January 2017**.

SCHOOL DISTRICT

By _____
Melissa Kistler
Assistant Superintendent of Educational Services

Date _____

UNIVERSITY OF REDLANDS

By _____
Kathy Ogren, Provost

Date _____