



CHAPMAN
UNIVERSITY
Orange, California 92866

SUPERVISED FIELDWORK AND STUDENT TEACHING AGREEMENT

- **Multiple Subject**
- **Single Subject**
- **Special Education**

THIS AGREEMENT is made and entered into by and between Chapman UNIVERSITY hereinafter called the "UNIVERSITY," and the Alvord Unified School District, hereinafter called "DISTRICT."

I. RESPONSIBILITIES OF THE UNIVERSITY

- A. The UNIVERSITY will assure that the students shall have completed the necessary educational prerequisites, to be eligible for supervised fieldwork including proof of negative TB test current within one year of supervised fieldwork and issuance of fingerprint clearance.
- B. The UNIVERSITY shall designate a faculty or staff member to coordinate, consult, and collaborate with the classroom teacher or district designee of the DISTRICT, the activities of each student assigned to DISTRICT and student fieldwork experience.
- C. The UNIVERSITY shall complete periodic observations and/or evaluations of the student regarding their performance at the DISTRICT as per arrangement between the UNIVERSITY faculty or staff member and the DISTRICT supervisor.
- D. The UNIVERSITY may provide monetary compensation for services rendered by the DISTRICT in an amount not to exceed the actual cost of the services rendered by the DISTRICT per Appendix A, as attached and incorporated by reference.

II. RESPONSIBILITIES OF THE DISTRICT

- A. The DISTRICT shall provide students with experiences with a student population that is diverse in terms of ethnicity, culture, language, socio-economics and/or special needs.
- B. The DISTRICT staff will promptly and thoroughly investigate any complaint by any participating student of unlawful discrimination or harassment at the DISTRICT or involving employees or agents of the DISTRICT, take prompt and effective remedial action when discrimination or harassment is found to have occurred, and promptly notify the UNIVERSITY of the existence and outcome of any complaint of harassment by, against, or involving any participating student.
- C. The DISTRICT staff will provide, upon request by any participating student, such reasonable accommodations at the DISTRICT as required by law in order to allow qualified disabled students to participate in the program.

- D. To provide for emergency health care of the student in case of accident at the expense of the student.
- E. To provide all participating students with a copy of the DISTRICT'S rules, regulations, policies, and procedures with which the students are expected to comply and notify the UNIVERSITY of any change in its personnel, operation, or policies which may affect the field education experience.
- F. Comply with all federal, state and local statutes and regulations applicable to the operation of the program, including without limitation, laws relating to the confidentiality of student records.
- G. The DISTRICT staff shall comply with APPENDIX B regarding the DISTRICT'S supervision of UNIVERSITY students, as attached and incorporated by reference.

III. THE PARTIES MUTUALLY AGREE

- A. The DISTRICT shall provide field experiences in such schools or classes of the DISTRICT and under the direct supervision and instruction of such employees of the DISTRICT, as specified by the duly authorized representatives of the DISTRICT and the UNIVERSITY.
- B. The DISTRICT may, for good cause, refuse to accept for field experiences, or terminate the field experience assignment of any student of the UNIVERSITY assigned to the DISTRICT in writing. Prior to removal of a student, the DISTRICT shall consult with the UNIVERSITY about its concerns and proposed course of action. The UNIVERSITY may terminate the field experience assignment or student teaching assignment of any student of the UNIVERSITY at the DISTRICT at any time, and may do so if the DISTRICT so requests in writing with a statement of reasons why the DISTRICT desires to have the student withdrawn.
- C. Neither party shall discriminate in the assignment of students on the basis of race, color, disability, sex, religion, national origin, ancestry, sexual orientation, or any other basis prohibited by law.
- D. The UNIVERSITY agrees to indemnify, hold harmless, and 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 trustees, agents, or employees.
- E. The DISTRICT agrees to indemnify, hold harmless, and at the UNIVERSITY'S request, defend the UNIVERSITY, its trustees, 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 this Agreement, and due or claimed to be due to the negligence of the DISTRICT, its agents, or employees.
- F. UNIVERSITY and DISTRICT each agree to maintain insurance or a program of self-insurance throughout the term of this Agreement as follows:
 - i. General liability coverage, written on an occurrence form, with limits of One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) in the aggregate, and
 - ii. UNIVERSITY and DISTRICT shall maintain statutory Workers' Compensation coverage on their respective employees working at DISTRICT pursuant to this Agreement. The parties agree that the students are considered learners who are fulfilling specific requirements for field experiences as part of a degree and/or credential requirement. Therefore, regardless of the nature or extent of the acts performed by them, students are not to be considered employees or agents of the UNIVERSITY for any purpose including Workers' Compensation or any other employee benefit programs. The students shall not be entitled to any monetary remuneration for services performed by them in the course of their training, and

iii. UNIVERSITY and DISTRICT shall provide certificates of insurance evidencing all coverage described herein, naming the other party as a Certificate Holder with policy endorsements for Waiver of Subrogation against the other party and naming the other party as an Additional Insured. Such evidence will be provided on a basis consistent with the effective date of this Agreement and annually thereafter. Each party shall provide the other party with written notice at least thirty (30) days in advance of any material modification or cancellation of such coverage. With respect to individual policies of insurance maintained by students, such evidence will be provided prior to the date when any new student commences participation in the Program(s).

- G. Both parties acknowledge they are independent contractors, and nothing contained in this Agreement shall be deemed to create an agency, joint venture, franchise or partnership relation between the parties and neither party shall so hold itself out. 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.
- H. Any failure of a party to enforce that party's right under any provision of this Agreement shall not be construed or act as a waiver of said party's subsequent right to enforce any provisions contained herein.
- I. Notices required or permitted to be provided under this Agreement shall be in writing and shall be deemed to have been duly given if mailed first class to the parties that signed this agreement and to the addresses below.

SCHOOL DISTRICT INFORMATION:

Alvord Unified School District
9 KPC Parkway
Corona, CA 92879

UNIVERSITY CONTACT INFORMATION:

Chapman UNIVERSITY
One UNIVERSITY Drive
Orange, CA 92866
Attn: Chief Operating Officer

- J. If any term or provision of this Agreement is for any reason held to be invalid, such invalidity shall not affect any other term or provision, and this Agreement shall be interpreted as if such term or provision had never been contained in this Agreement.
- K. In the event of any material default under this Agreement, which default remains uncured for a period of twenty-one (21) days after receipt of written notice of such default, or in the event of the loss of WASC accreditation by the UNIVERSITY, this Agreement may be immediately terminated by the non-defaulting party.
- L. 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.
- M. This Agreement shall be construed in accordance with the laws of the State of California in effect at the time of the execution of this Agreement. Should either party institute legal action to enforce any obligation contained herein, it is agreed that the proper venue of such suit or action shall be Orange County, California.
- N. This Agreement may be executed in one or more counterparts, each of which shall constitute one and the same agreement. Further, the parties may execute this Agreement via fax or electronic mail transmission. A true and correct copy of this Agreement, as executed by the parties, may be used in lieu of an original for all purposes permitted by law.

IV. TERM AND TERMINATION OF AGREEMENT

- A. THE TERM of this Agreement shall be effective September 1, 2021 and shall continue in full force and effect through August 31, 2026. This Agreement may be renewed for one (1) additional term of the contract by mutual written consent of the parties.
- B. THIS AGREEMENT may be terminated by either the UNIVERSITY or the DISTRICT with or without cause upon thirty (30) days written notice provided that (subject to the other terms of this Agreement) all students performing fieldwork at the time of notice of termination are given the opportunity to complete their fieldwork at the DISTRICT.

SIGNATURES:

DISTRICT: Signature: _____
Name: Bob Presby, Ed.D.
Title: Assistant Superintendent, Human Resources
Date: _____

UNIVERSITY: Signature: _____
Name: Harold W. Hewitt, Jr.
Title: Executive Vice President & COO
Date: _____

Appendix A
Payment for Mentor Teachers for Teacher Education

SPECIAL PROVISIONS – RATES and PAYMENTS

- (a) \$500 per Mentor Teacher for 14-20 weeks of supervision of full-time (400+ hours) student teaching/teacher residency and Letter of Appreciation.
 - In situations where the full-time student teacher/teacher resident 'splits' their time between two teachers, the \$500 honorarium will be split according to the percent (%) of time Mentor Teacher supervises the candidate. Examples of this situation would be elementary co-teachers who equally share a classroom or secondary subject area teachers where the candidate is in one period with the first Mentor Teacher and 2 periods with the other.
- (b) \$250 per Mentor Teacher for 14-20 weeks of supervision of fieldwork placements between 200 and 399 hours and Letter of Appreciation.
- (c) \$125 per Mentor Teacher for 14-20 weeks of supervision of fieldwork placements between 50 and 199 hours and Letter of Appreciation.
- (d) Letter of appreciation for supervision of placements <50 hours.

METHOD OF PAYMENT: Stipend is to be paid directly to the school district.

In the event the assignment of a UNIVERSITY student is terminated by the UNIVERSITY and/or the DISTRICT for any reason after the student has been in student teaching and has been at the assignment for a minimum of two weeks, DISTRICT shall receive payment for one assignment on account of each student as though there had been no termination of the assignment. Said payment to exceed no more than six (6) units per session of terminated assignment. In the event the field experience of a UNIVERSITY student is terminated by the UNIVERSITY and/or the DISTRICT for any reason after the student has been in the field experience for a minimum of two weeks, DISTRICT shall receive payment for one assignment on account of each student as though there had been no termination of the assignment.

Within thirty (30) days following the close of each semester or academic session of the UNIVERSITY, the DISTRICT shall submit an invoice, in triplicate, to the UNIVERSITY for payment at the rate provided therein for all field experiences provided by the DISTRICT under and in accordance with this agreement during said session. This process may be altered according to individual districts procedures as to the manner in which the invoicing will proceed so long as the parties mutually agree to such alteration in advance.

Appendix B Specific Supervision Requirements

Teacher Education Fieldwork:

- A. "Field Experience" as used herein and elsewhere in this agreement means active participation in the duties and function of classroom under the direct supervision and instruction of employees of the DISTRICT who hold valid teaching credentials issued by the California Commission on Teacher Credentialing, authorizing them to serve as classroom teachers in the schools or classes in which the field experience is provided, and have completed a minimum of three years successful teaching experience. "Student Teaching" is used herein and elsewhere in this agreement means participation in the duties and function of classroom teaching under the direct supervision and instruction of employees of the DISTRICT who hold valid, teaching credentials issued by the California Commission on Teacher Credentialing, authorizing them to serve as classroom teachers in the schools or classes in which the student teaching experience is provided, and have completed a minimum of three years successful teaching experience.
- B. The UNIVERSITY'S Teacher Education Policy provides that student teachers without substitute permits may not be asked by the school districts to serve and be compensated for substitute teaching as, under California law, student teachers are not certificated personnel and as they require full-time supervision. Those holding substitute permits may substitute for their Mentor Teacher only (a maximum of four (4) days per 16-week student teaching fall or spring term only; a maximum of five (5) days per 20-week teacher residency fall/interterm or spring/summer rotation); when they are ill; when it is determined by the principal that this is in the best interest of the students in the classroom as well as the candidate; after the first four weeks of the first assignment; and/or when the candidate is paid.
- C. "Session of Student Teaching," for Multiple Subject and Single Subject Credential candidates as used herein and elsewhere in this agreement is considered to be a full day of student teaching daily for five (5) days a week for a minimum of twelve (12) weeks for elementary credential candidates (for this, the elementary credential candidate receives six (6) semester units of practice teaching credit), and three periods a day for five (5) days a week for a minimum of sixteen (16) weeks for secondary credential candidates (for this, the secondary credential candidate receives six (6) semester units of practice teaching credit).
- D. "Session of Student Teaching," for Education Specialist Instruction Credential (Special Education) candidates as used herein and elsewhere in this agreement is considered to be a full day of student teaching daily for five (5) days a week for a minimum of sixteen (16) weeks for elementary credential candidates (for this, the elementary credential candidate receives three to six (3-6) semester units of practice teaching credit), and three periods a day for five (5) days a week for a minimum of sixteen (16) for secondary credential candidates (for this, the secondary credential candidate receives three to six (3-6) semester units of practice teaching credit).
- E. An assignment of a Multiple Subject and Single Subject Credential candidate of the UNIVERSITY to student teaching in classes of schools of the DISTRICT shall be for a single sixteen (16) week or a single twenty (20) week session as mutually agreed between the UNIVERSITY and DISTRICT.
- F. An assignment of an Education Specialist Instruction Credential (Special Education) candidate of the UNIVERSITY to student teaching in classes of schools of the DISTRICT shall be for a single for a single sixteen (16) week session as mutually agreed between the UNIVERSITY and DISTRICT.
- G. The assignment of a UNIVERSITY student to field experiences and student teaching at DISTRICT shall be deemed to be effective for the purposes of this agreement as of the date the student presents to the proper DISTRICT officials the assignment papers or other documents provided by the UNIVERSITY effecting such assignment, but not earlier than the date of such

assignment as shown on such card or other document.