
**EARLY CHILDHOOD EDUCATION FIELDWORK SITE AGREEMENT
(for Site Employees)**

THIS AGREEMENT is made and entered into by and between Brandman University hereinafter called the "UNIVERSITY," and the (Sylvan Unified School District), hereinafter called "FIELDWORK SITE."

I. RESPONSIBILITIES OF THE UNIVERSITY

- A. The UNIVERSITY will assure that the student shall have completed the necessary educational prerequisites to be eligible for fieldwork experience.
- B. The UNIVERSITY shall designate a faculty or staff member to consult, and collaborate with the supervising professional of the FIELDWORK SITE, the observations and student fieldwork experience of each student at FIELDWORK SITE.
- C. The UNIVERSITY shall complete periodic observations and/or evaluations of the student regarding his/her performance at the FIELDWORK SITE as per arrangement between the UNIVERSITY and the FIELDWORK SITE.
- D. The UNIVERSITY may provide monetary compensation for services rendered by the FIELDWORK SITE supervisor professional in an amount not to exceed the actual cost of the services rendered by the FIELDWORK SITE per Appendix A.

II. RESPONSIBILITIES OF THE FIELDWORK SITE

- A. The FIELDWORK SITE shall provide field experiences in FIELDWORK SITE and under the direct supervision and instruction of such employees of the FIELDWORK SITE, as specified by the duly authorized representatives of the FIELDWORK SITE.
- B. The FIELDWORK SITE 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 FIELDWORK SITE and shall notify the UNIVERSITY about its course of action. The UNIVERSITY may terminate the field experience assignment of any student of the UNIVERSITY at the FIELDWORK SITE at any time.
- C. The FIELDWORK SITE will notify the UNIVERSITY of any change in its personnel, operation, or policies which may affect the field education experience/practicum.
- D. The FIELDWORK SITE shall 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.

- E. The FIELDWORK SITE acknowledges that each student under this Agreement shall be a paid employee of the FIELDWORK SITE and thus covered under the FIELDWORK SITE'S insurance policies, including Workers' Compensation, to the extent available to other employees. No student shall be considered an employee or agent of Brandman University while performing services for the FIELDWORK SITE.

III. THE PARTIES MUTUALLY AGREE

- A. 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.
- B. 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.
- C. 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.

FIELDWORK SITE CONTACT INFORMATION:

Sylvan Unified School District
605 Sylvan Avenue
Modesto, CA 95350

UNIVERSITY CONTACT INFORMATION:

Brandman University
16355 Laguna Canyon Road
Irvine, CA 92618
Attn: Christine Zeppos, Dean
School of Education
Fax: (800) 775-0128

- D. 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.
- 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.

IV. TERM AND TERMINATION OF AGREEMENT

- A. THE TERM of this Agreement shall be effective on May 1, 2017 and continuing until April 30, 2018.

- B. THIS AGREEMENT may be terminated by either the UNIVERSITY or the FIELDWORK SITE with or without cause upon ten (10) 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 Fieldwork Site.

SIGNATURES:

FIELDWORK SITE:

Signature:

Sharon Roddick

Name:

Sharon Roddick

Title:

Asst Supt HR

Date:

5-22-17

UNIVERSITY:

Signature:

Phillip L. Doolittle

Name:

Phillip L. Doolittle

Title:

Executive Vice Chancellor of Finance and
Administration and Chief Financial Officer

Date:

6/16/2017

Appendix A
Payment for Supervisors at Fieldwork Site

SPECIAL PROVISIONS – RATES and PAYMENTS

- (a) \$50 for the supervising professional stipend per eight (8) week session of observation. Requires a total of 35 supervised contact hours for the student

METHOD OF PAYMENT: Stipend is to be paid directly to the supervisor professional at FIELDWORK SITE.

In the event the assignment of a UNIVERSITY student is terminated by the UNIVERSITY and/or the FIELDWORK SITE for any reason after the student has been at the assignment for a minimum of two weeks, Supervisor at the FIELDWORK SITE shall receive payment for one assignment on account of each student as though there had been no termination of the assignment.

At the end of the practicum session of the UNIVERSITY, the supervisor professional at the FIELDWORK SITE shall submit an invoice, by email, to the UNIVERSITY for payment at the rate provided therein for all field experiences provided by the FIELDWORK SITE under and in accordance with this agreement during said session.