



## SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

### STUDENT FIELDWORK/OBSERVATION AGREEMENT

This Agreement (“Agreement”) is made by and between South Orange County Community College District on behalf of Saddleback College (“SOCCCD”), and Capistrano Unified School District (“Agency”). SOCCCD and Agency are also referred to collectively as the “Parties” and individually as “Party.”

#### RECITALS

WHEREAS, SOCCCD is a California community college district in the State of California.

WHEREAS, the Agency is an institution of learning imparting education to students from early childhood to twelfth grade.

WHEREAS, it is the intention of the Parties to participate in the Student Fieldwork/Observation Program for the purpose of providing work-related experience to eligible Students (“Student” or “Participant”).

WHEREAS, the Agency is willing to provide the necessary location for said Student Fieldwork/Observation Program.

NOW, THEREFORE, in consideration of the Terms and Conditions hereinafter set forth, the Parties hereto do hereby agree as follows:

1. **EDUCATIONAL PROGRAMS.**

The following SOCCCD educational program(s) (“Program”) are included in this Agreement:

Child Development Education

2. **TERM.**

This Agreement shall commence on January 1, 2023, and shall continue in full force and effect thereafter until and including December 31, 2028 (“Term”), unless this Agreement is terminated during the Term as provided in Section 7.

3. **LOCATIONS.** The Services to be provided under this agreement shall be at the following location: Any of the elementary school sites listed at [capousd.org](http://capousd.org)

4. **DUTIES AND OBLIGATIONS OF AGENCY.**

- A. Agency will permit Students of SOCCCD to practice under the supervision and responsibility of the staff of the workplace.
- B. Agency will not charge SOCCCD, college or Students of SOCCCD any fees for the Fieldwork/Observation opportunity afforded to the Students.
- C. Agency shall provide opportunities and utilize the services of the Students performing Fieldwork/Observation to ensure they benefit and gain the highest work-related experience.
- D. To provide safe and mutually acceptable fieldwork/observation place/spaces to Students along with access to necessary equipment, materials and tools as applicable for the Student to complete their Student teaching or observation responsibilities.
- E. When requested, attend the California mentor teachers meeting.
- F. No Student shall be left unsupervised with children at any time during the program
- G. Per the direction of the course requirements/syllabus, the Agency may:
  - a. Meet with the Student 30 minutes weekly to review their practice and give feedback on curriculum plans.
  - b. Provide Student with increasing responsibilities in the classroom to enrich their work-related experience.
  - c. Provide mid-term and final evaluation of Student.
  - d. Evaluate specific curriculum implementation per course procedure.

- H. Access. Agency shall permit nonexclusive access to those Students designated by SOCCCD in the Program, provided such access does not unreasonably interfere with the regular activities at the Agency. Agency agrees to provide Students with access to locations and educational work experience opportunities as appropriate to the level of understanding and education of such Students.
- I. Timekeeping. To timely complete and return all necessary forms provided by SOCCCD regarding timekeeping and to certify the accuracy of hours reported and performed by Students.
- J. Agency is not to make payment of money to Students.
- K. Orientation. Agency agrees to make available to qualified Students access to its policies and procedures, rules and regulations, and other relevant information in order that Student(s) complies with such policies and rules.
  - a. Orientation regarding Agency will be provided to Students prior to or within the first week of commencement of the Students' Field Work/Observation. The elements and focus of the Orientation shall be agreed upon by both parties to this Agreement
- L. Training. Agency's staff shall provide training to Students enrolled in the Fieldwork/Observation.
- M. Releases. If applicable, Agency shall be responsible for notifying and obtaining written permission, including releases of liability from each parent/guardian whose child is registered and/or enrolled in the Agency's child care program.
- N. Removal of Students. In the event that any Student fails to perform satisfactorily, fails to follow Agency policies, procedures and regulations, meet Agency standards for health, safety, security, cooperation or ethical behavior, or represents a threat to Agency staff, Agency shall have the right to request that SOCCCD withdraw and remove the Student from the Agency. Before any removal occurs, Agency shall immediately notify SOCCCD's representative of its actions, so SOCCCD may take appropriate action.
- O. Authority and Responsibility. Agency shall have and maintain at all times full authority over and responsibility for care of its staff and the children registered and/or enrolled in the program. Additionally, Agency may intervene and/or redirect Students when appropriate or necessary.
- P. Background Checks. Agency will direct each Student placed with the District to complete Tier II Volunteer paperwork which can be located on the District website.

## 5. DUTIES AND OBLIGATIONS OF SOCCCD.

- A. Agency Policies and Procedures. SOCCCD shall inform Students that as a condition of participation in Program, Students must comply with applicable rules, policies and procedures of the Agency and any additional requirements and restrictions agreed upon by representatives of Agency and SOCCCD. SOCCCD shall advise Students that they are not permitted to interfere with the activity of the Agency staff in the context of training.
- B. Student. SOCCCD to provide names of eligible Students to Agency prior to placement at Agency. SOCCCD shall provide Agency with Student information as requested by Agency within two (2) weeks a Student is scheduled to begin the Fieldwork/Observation at Agency.
- C. Discipline. SOCCCD shall be responsible for counseling, monitoring and disciplining Students sent to Agency.
- D. Documentation and Grading. SOCCCD shall maintain attendance and academic records of Students participating in the Program(s). SOCCCD shall implement and maintain an evaluation process of the Students' progress throughout the Program(s). The final evaluation and assigned grade are the ultimate responsibility of the SOCCCD.
- E. Background Check. SOCCCD agrees to inform Student they will be required to to complete Tier II Volunteer Clearance, located on the District website, as a condition of participation in a Program.
- F. Tuberculosis Clearance. Pursuant to California Health and Safety Code Section 121545, District shall advise Students that an up-to-date tuberculosis clearance (negative skin test or a physician's certificate of clearance) may be required by Facility and if so, must be provided to Agency prior to the start of any activities. Additional screening and instruction may be required by Agency prior to placement.
- G. Additional Student Responsibilities. SOCCCD shall assure that Students understand and comply with the following: (i) Students shall arrange and pay for all of their own expenses, including transportation; (ii) Students shall report to the Agency on time and shall immediately contact Agency when they are absent when scheduled; (iii) Students shall act in a professional manner and dress appropriately; (iv) Be respectful to employees and staff, as well as the children enrolled in the Agency; Student(v) Refrain from eating and drinking in the classroom, as well as when performing Fieldwork/Observation activities; (vi) Follow course procedures for curriculum approval, implementation, and evaluation; (vii) Provide a valid government-issued photo ID or Saddleback/Irvine Valley College Student ID, the course syllabus, and

course assignment to verify enrollment; and (viii) Adhere to the policies of the Agency regarding photographing children.

- H. Not Employees. SOCCCD agrees to notify Students that they are not employees of the Agency and are not entitled to any benefits to which Agency employees are entitled.
- I. Accreditation. SOCCCD shall at all times during the course of this Agreement be licensed or qualified to offer the Program(s) to Students.

**6. SCHEDULING.**

Agency and SOCCCD shall mutually set the times, place and subject matter for each Program that will be conducted at the Agency, and shall mutually agree upon the length of the Students' Fieldwork/Observation experience at the Agency prior to the Student's arrival. The Agency shall confirm in advance the number of students who will be accepted at the Agency.

**7. TERMINATION.**

This Agreement shall terminate upon expiration of the Term. During the Term of this Agreement, either Party may terminate this Agreement at any time, with or without cause, upon providing the other Party with at least thirty (30) days written notice before the effective date of termination. This Agreement shall immediately terminate if either Party's license, accreditations or certifications required for any Program are terminated, revoked, reduced or any type of disciplinary action is taken against either Party by an accreditation or regulatory agency. The Parties may terminate this Agreement by mutual agreement set forth in writing and signed by the Parties.

**8. CONFIDENTIALITY.**

Subject to any state or federal laws requiring disclosure (e.g., the California Public Records Act), the Parties agree during the term of this Agreement and in perpetuity to hold each other's proprietary and confidential information in strict confidence, as well as any information protected by FERPA and/or HIPAA. Parties agree not to provide each other's proprietary or confidential information in any form to any third party or to use each other's proprietary or confidential information for any purpose other than as specified in, this Agreement. Each Party agrees to take all reasonable steps to ensure that proprietary or confidential information of either Party is not disclosed or distributed by its employees, agents or consultants in violation of the provisions of this Agreement.

**9. SUPERVISION.**

Agency confirms that Students will not be acting as teachers in Agency's classrooms, but rather Students shall provide teaching assistance in accordance with the Fieldwork/Observation to be performed under this Agreement. Agency shall take all appropriate steps to protect the safety of SOCCCD's Students who may come in contact with Agency's staff, children, parents/guardians of the children, and/or any individual associated with the Agency. Agency shall provide supervision to SOCCCD Students at all times.

**10. INDEMNIFICATION**

Each of the Parties agree to defend, indemnify, and hold harmless each other and each respective party's Board of Trustees, officers, agents, employees, representatives, and volunteers against claims, demands, liabilities, losses, costs, expenses, including reasonable attorneys' fees and expert witness' fees, causes of action, and judgments resulting in injuries/illnesses (including COVID-19), including death, and property damage arising out of or in any manner connected with the performance, operation, non-performance of the terms of this Agreement, gross negligence and/or willful misconduct of the indemnifying party.

**11. INSURANCE.**

Each of the Parties shall each secure and maintain in full force and effect throughout the term of this Agreement, Workers' Compensation coverage, with statutory limits and in accordance with the laws of the State of California and Employer's Liability coverage, with not less than One Million Dollars (\$1,000,000) for Each

Accident, One Million Dollars (\$1,000,000) for Disease - Each Employee, and One Million Dollars (\$1,000,000) for Disease - Policy Limit. In addition, each of the Parties shall each secure and maintain Commercial General Liability insurance/self-insurance in the amount of not less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) general aggregate and shall each issue the other Party an endorsement naming the other Party, and each respective Party's Board of Trustees, officers, agents, employees, representatives, and volunteers as Additional Insured/Covered Parties to each other's Commercial General Liability policy.

The SOCCCD's obligation to collect the required certificate(s) and endorsement(s) and/or the Agency's failure to furnish such documents and/or purchase and maintain coverage and limits as stipulated above shall not be deemed a waiver of this provision at any time. Furthermore, the Agency's failure to purchase and maintain the insurance coverage and limits for the term as identified above and/or to comply with any provisions in this section shall be deemed a breach of contract.

## **12. GENERAL TERMS AND CONDITIONS.**

- A. Compliance with Applicable Laws, Policies, Procedures, Rules & Regulations. Each of the Parties shall comply with all federal, state and local laws, rules, regulations, and ordinances that are now and may in the future become applicable to either of the Parties and each respective Party's businesses, equipment, and personnel engaged in this Agreement. Additionally, each of the Parties shall strictly comply with all health and safety guidelines consistent with Cal/OSHA and CDC.
- B. COVID-19 Related Responsibilities. Each of the Parties shall respond to all potential COVID-19 exposure events immediately. If a possible COVID-19 infection or potential exposure event occurs involving a Student during their participation in the Fieldwork/Observation while on Agency's owned, leased, or rented property pursuant to the terms of this Agreement, the Party with such knowledge shall immediately notify the other Party of such event. While the confidentiality of all medical conditions must be maintained in accordance with applicable law, the District reserves the right to inform any District staff, employees, students, and/or visitors that an unnamed individual has been diagnosed with COVID-19 if any of the District's staff, employees, or Students might have been exposed to the disease so such individual(s) may take measures to protect their own health.
- C. Independent Contractor. SOCCCD is, for all purposes, an independent district and shall not be deemed an employee of Agency. SOCCCD specifically acknowledges that it controls the manner and means by which the Program is accomplished, agrees to hold itself out as an independent district, and waives any rights to claim that it is an employee of Agency under the common law agency test, the economic realities test or any other legal test.

It is expressly understood and agreed that neither SOCCCD nor its Students shall in any event, as a result of this Agreement or any work performed under this Agreement, be entitled to any benefits in which Agency employees are entitled, including, but not limited to overtime or other pay differentials; retirement, social security, or disability insurance benefits; unemployment compensation or insurance, worker' compensation benefits; and/or injury, vacation, sick, or other leave or employment benefits. SOCCCD expressly agrees that all legal recourse for performance and severance of the relationship between it and Agency is set forth in this Agreement, and not in any statutes of case law relating to rights of employees.

SOCCCD agrees to notify Students that they are not employees of the Agency and are not entitled to any benefits to which Agency employees are entitled as set forth above.

- D. Assignment. Neither Party shall assign or transfer any of its rights or obligations under this Agreement, including by operation of law or change of control or merger, without the other Party's prior written consent.
- E. Profanity Prohibited. Profanity, including, but not limited to, racial, ethnic, or sexual slurs or comments, which could be considered harassment is prohibited.
- F. Entire Agreement and Amendment. This Agreement constitutes the entire agreement and understanding between the Parties and is a complete and exclusive statement of the terms of the Parties' agreement pursuant to Code of Civil Procedure Section 1856. This Agreement cannot be modified orally, and is to be modified only by a written instrument executed by the Parties.

- G. Successors and Assigns. This Agreement shall be binding upon and be to the benefit of the Parties and their respective successors and permitted assigns.
- H. Non-Discrimination. Agency agrees not to engage in unlawful discrimination and any form of harassment in the employment of persons, or in the acceptance, assignment, treatment, evaluation of Students who are participating in Fieldwork/Observation, pursuant to this Agreement, on the basis of race, color, religion, sex, national origin, age disability, medical condition, marital status, veteran status, or any other category protected by law. Agency shall comply with Americans with Disabilities Act and the Rehabilitation Act of 1973, as amended.
- I. Non-Waiver. The failure of SOCCCD or Agency to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this Agreement, shall not be deemed a waiver by that Party of such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition. If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or enforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.
- J. Severability. If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.
- K. Governing Law and Venue. The terms and conditions of this Agreement shall be governed by the laws of the State of California with venue in Orange County, California.
- L. Notices. All notices to any party hereunder shall be in writing, signed by the party giving it, and shall be sufficiently given or served, if personally served, emailed, or if sent by registered mail addressed to the parties at their address indicated in this Agreement.

SOCCCD: South Orange County Community College District  
 28000 Marguerite Parkway  
 Mission Viejo, CA 92692  
 Priya Jerome, Exec. Dir.-Procurement, Central Svcs. & RM  
 (949) 582-4850 / purchasing-dept@socccd.edu

AGENCY: Capistrano Unified School District  
 33122 Valle Road  
 San Juan Capistrano, CA 92675  
 Associate Superintendent, Human Resource Services  
 949-234-9200/hrservices@capousd.org

**CAPISTRANO UNIFIED SCHOOL DISTRICT**

**South Orange County Community College District**

Signature:

Signature:

Print Name:

Print Name:

Title:

Title:

Date:

Date: