

STUDENT FIELDWORK AGREEMENT

THIS AGREEMENT entered into by and between the State of California through the Trustees of the California State University on behalf of California State University, Los Angeles, noted below, all of which are hereinafter called University, and **Azusa Unified School District**, noted below, hereinafter called the Affiliate:

WITNESSETH

WHEREAS, the Affiliate is authorized to enter into agreements with the University to provide fieldwork experiences for students enrolled in University programs to prepare educational professionals, NOW, THEREFORE, it is mutually agreed between the University and the Affiliate as follows: The State University and the Affiliate are as follows:

California State University, Los Angeles 5151 State University Drive Los Angeles, CA 90032 **Azusa Unified School District** 546 S. Citrus Avenue Azusa, CA 91702

SPECIAL PROVISIONS

<u>Scope of Services:</u> The Affiliate is authorized to enter into agreements with California State University, Los Angeles to provide fieldwork practice experience through observation, participation, and guided practice to students enrolled in the credential program, school counseling and school psychology training programs of the University.

<u>Compensation:</u> There is no compensation by the University for the services of the Affiliate professional.

<u>Assignment:</u> The assignment of a student of the University for fieldwork placements in schools or classes of the Affiliate shall be at the discretion of the University, with the agreement of the supervising school psychologist, education professional, and/or site principal. Length and specific activities of assignments will vary depending on the requirements of the University class.

<u>Termination:</u> The Affiliate may, for good cause, refuse to accept for fieldwork any student of the University who requests a fieldwork placement at Affiliate's facility, and upon request of the Affiliate, made for good cause, the University shall at any time terminate the assignment of any student of the University to a fieldwork placement at Affiliate's facility. The University may, upon good cause, withdraw from a fieldwork placement at any time any student of the University assigned to a fieldwork placement at Affiliate's facility.

Rev 9/12/23 Page **1** of **3**

GENERAL TERMS

 Indemnification and Insurance: University and Affiliate shall each be responsible for damages caused by the negligence of its directors, officers, agents, and employees occurring in the performance of this Agreement. The provisions of this paragraph, as intended by University and Affiliate, shall be interpreted to impose on each party responsibility for the negligence of their respective officers, agent, and employees.

The Affiliate shall provide University with a certificate of insurance for the following exposures and limits: General Liability Insurance with \$1,000,000 per occurrence and \$1,000,000 general aggregate. For the General Liability insurance, the Affiliate shall name the State of California, Trustees of California State University, CSULA and the officers, employees, volunteers and agents of each of them as additional insured's. The policies shall provide for advance written notice to the University of cancellation of any of the insurance coverage and provide for acceptability of insurers rating with AM Best of A: VII or equivalent unless otherwise agreed to by the University.

As an alternative to providing the general liability insurance required by the previous paragraph, the Affiliate may cause to be provided other kinds of insurance or methods or plans of protection such as, but not limited to, self-insurance pools, primary or excess risk retention groups if and to the extent other kinds of insurance or methods or plans of protection shall afford reasonable protection to the Board of Trustees and their officers, agents and employees.

University agrees that all students are not employees of the Affiliate or University and are not entitled to benefits of any kind or nature normally provided employees of the Affiliate or University and/or to which employees are normally entitled, including but not limited to, State Unemployment Compensation or Workers' Compensation.

- 2. <u>Finger-Printing:</u> If Affiliate determines that the services provided by University's students involve more than limited contact with students, University agrees that University shall require any students providing services pursuant to this Agreement shall be finger-printed as arranged by the Affiliate before services commence pursuant to California Education Code 45125.1.
- 3. **TB Testing:** If Affiliate determines that the services provided by University's students involve more than limited contact with students, University agrees that University shall, require any students providing services pursuant to this Agreement to submit to Affiliate the results of a recent tuberculosis test.
- 4. <u>Services Responsibility:</u> The Affiliate retains professional and administrative responsibility for the services rendered at the Affiliate's facility.
- 5. <u>Student Safety and Personal Risk:</u> the Affiliate shall inform the participating student of any potential health or safety risks associated with their field placement.
- 6. <u>Data Security:</u> For remote activities, Affiliate shall inform University and student of any information and technology requirements necessary for student to participate in this activity, including but not limited to data security and privacy requirements.
- 7. <u>Non-Discrimination:</u> Affiliate shall not employ any discriminatory practice in its performance hereunder, including its employment practices, on the basis of sex, race, color, religion, national

Rev 9/12/23 Page **2** of **3**

- origin, ethnic group, marital or parental status, ancestry, age, sexual orientation, or physical or mental disability or the perception of one or more of such characteristics.
- 8. <u>Independent Status:</u> This Agreement is between two independent entities and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association.
- 9. <u>Term of Agreement</u>: This Agreement shall be effective June 2, 2024 and shall remain in effect for (3) three years, terminating on June 1, 2027. However, either party may cancel this Agreement upon thirty (30) days written notice.
- 10. <u>Confidentiality:</u> All parties shall abide by the Health Insurance Portability and Accountability Act (HIPAA) of 1996 Privacy Rule, which provides for comprehensive Federal protection for the privacy of personal health information.

IN WITNESS WHEREOF, this Agreement has been executed by the parties as of the date last written below. By signing below, I acknowledge I have legal authority to sign on behalf of the respective party and agree to the provisions set forth.

UNIVERSITY California State University, Los Angeles	AFFILIATE Azusa Unified School District
Signature:	Signature:
Name: Barbara Lupesoliai	Name: Jorge A. Ronquillo
Title: Procurement & Contracts Director	Title: Assistant Superintendent, HR
Date:	Date:

Rev 9/12/23 Page **3** of **3**