

**CALIFORNIA STATE UNIVERSITY, LOS ANGELES
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 State or State University, and **Newhall 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

Newhall School District
25375 Orchard Village Road, #200
Valencia, CA 91355

SPECIAL PROVISIONS

Scope of Services: 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 State University.

Compensation: There is no compensation by the University for the services of the Affiliate professional.

Assignment: 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.

Termination: The Affiliate may, for good cause, refuse to accept for fieldwork any student of the University who requests a fieldwork placement in the District, and upon request of the District, made for good cause, the University shall at any time terminate the assignment of any student of the University to a fieldwork placement in the District. The University may, upon good cause, withdraw from a fieldwork placement at any time any student of the University assigned to a fieldwork placement in the District.

GENERAL TERMS

1. **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

District, shall be interpreted to impose on each party responsibility for the negligence of their respective officers, agent, and employees.

The Affiliate shall provide State University with evidence of insurance coverage 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 State 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 State University.

As an alternative to providing the general liability insurance required by the previous paragraph, the Contractor 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. OCDE does not need to provide AM Best rating.

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.

Each party waives the right of subrogation against the other.

2. **Finger-Printing:** 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 Affiliatethe results of a recent tuberculosis test.
4. **Services Responsibility:** The Affiliate retains professional and administrative responsibility for the services rendered at the District.
5. **Student Safety and Personal Risk:** the Affiliate shall inform the participating student of any potential health or safety risks associated with their field placement.
6. **Non-Discrimination:** Affiliate shall not employ any discriminatory practice in its performance hereunder, including its employment practices, on the basis of sex, race, color, religion, national 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.
7. **Independent Status:** 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.

8. **Term of Agreement:** The term of this Agreement shall be operative from date of full execution until 4/1/2023. However, either party may cancel this Agreement upon thirty (30) days written notice.
9. **Confidentiality:** 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.

UNIVERSITY

California State University, Los Angeles

By: _____
Authorized Signature

Name: Thomas Johnson

Title: Procurement, Contracts, and Support Services

Date: _____

AFFILIATE

Newhall School District

By: _____
Authorized Signature

Name: Sheri Staszweski

Title: Asst. Superintendent, Business Services

Date: _____