

AGREEMENT FOR
THE PROVISION OF INSTRUCTIONAL PROGRAMS
SOCIAL WORK

This Agreement entered into this 27th day of June 2008, by and between the State of California acting through the Trustees of the California State University on behalf of CALIFORNIA STATE UNIVERSITY, FULLERTON, hereinafter called "UNIVERSITY" and the ANAHEIM UNION HIGH SCHOOL DISTRICT, hereinafter referred to as "AGENCY".

WITNESSETH:

WHEREAS, the UNIVERSITY has established approved programs of special training for a Master's in Social Work, hereinafter referred to as "the Program"; and

WHEREAS, the Program requires facilities where students can obtain the learning experience required in the curriculum; and

WHEREAS, the AGENCY has the setting and equipment needed by Program trainees as part of their practical learning experience; and

WHEREAS, it is in the best interest of the AGENCY to enter into the Agreement as herein set forth.

NOW THEREFORE in consideration of the foregoing and of the mutual promises set forth herein, the UNIVERSITY and the AGENCY agree as follows:

1.0 RESPONSIBILITIES OF THE AGENCY

1.1 The AGENCY will provide assigned student(s) field practicum experience in accord with an individual learning contract developed in line with goals and objectives established by the UNIVERSITY. It is understood that in no case shall students replace regular staff.

1.2 The AGENCY will designate a qualified individual to coordinate each student's learning experience in the Program. That person will be known as the Field Instructor. The Field Instructor will hold a Master of Social Work degree and will have at least two years of post-masters experience. The Field Instructor will coordinate between responsible UNIVERSITY faculty and designated AGENCY personnel regarding the assignment of students to specific cases and experiences, including selected conferences, clinics, courses, and programs conducted under the aegis of the AGENCY. The Field Instructor will assist each student in developing an individualized learning agreement consistent with UNIVERSITY guidelines. The Field Instructor will be responsible for and will control the quality of the social work services provided by the assigned student(s) and will provide at least one and one-half hour of face-to-face individual supervision each week to each student. The AGENCY will designate and submit in writing to the UNIVERSITY the name and professional and academic credentials of the Field Instructor. The AGENCY will notify the UNIVERSITY in writing of any change or proposed changed of the Field Instructor.

1.3 The AGENCY will permit, upon reasonable request, the inspection of facilities by organizations charged with responsibility for accreditation of the UNIVERSITY.

1.4 The AGENCY will recommend to the UNIVERSITY the withdrawal of a Program student if: (a) the achievement, progress, adjustment, or health of the student does not warrant continuation at the AGENCY, or (b) the behavior of the student fails to

conform to the applicable regulations or policies of the AGENCY.

1.5 The AGENCY reserves the right, exercisable in its discretion after consultation with the UNIVERSITY, to exclude any student from its premises in the event that such Student's conduct or state of health is deemed objectionable or detrimental to the proper administration of the AGENCY.

1.6 The AGENCY shall provide adequate workspace, supplies, and equipment necessary to fulfill the requirements of the learning contract.

1.7 The AGENCY shall provide necessary emergency care or first aid for injuries occurring at the AGENCY to a UNIVERSITY participant under this program and, except as herein provided, AGENCY will have no obligation to furnish medical or surgical care to any student.

1.8 The AGENCY will provide the UNIVERSITY with access to the written regulations that will govern the student's activities and behavior while at the AGENCY.

1.9 The AGENCY will maintain records and reports on each student's performance as specified by the UNIVERSITY and will provide an evaluation to the UNIVERSITY on forms provided by the UNIVERSITY.

1.10 The AGENCY will ensure that student(s) exposed to hazardous substances or infectious diseases at the AGENCY will be managed according to the policy of the AGENCY. AGENCY agrees to notify the UNIVERSITY'S Student Health Services of the occurrence of such exposure to UNIVERSITY student(s).

1.10 The AGENCY will ensure that each student who is likely, in the course of assigned field practicum experiences, to be exposed to potentially hazardous or infectious materials has had instruction in protective practices and procedures for decontamination in case of exposure.

2.0 RESPONSIBILITIES OF THE UNIVERSITY

2.1 The UNIVERSITY will withdraw a student from the Field Practicum at the AGENCY if, after consultation in accord with paragraph 1.5, the UNIVERSITY determines such action to be warranted.

2.2 The University will provide each UNIVERSITY student assigned to AGENCY information about the field education component of the curriculum and the responsibilities of each participant in field education.

2.3 The UNIVERSITY will provide the AGENCY with a description of the UNIVERSITY program, curriculum, and objectives to be achieved at the AGENCY.

2.4 The UNIVERSITY will require all students to abide by the policies of the AGENCY while working under the auspices of the AGENCY. UNIVERSITY students shall be expected to conduct themselves in a professional manner, and their attire and appearance will conform to the accepted standard of the AGENCY.

2.5 The UNIVERSITY will require that each student is covered by health and liability (malpractice) insurance.

2.6 The UNIVERSITY will assign to the AGENCY only those students who have satisfactorily completed the prerequisite didactic portion of the curriculum.

2.7 The UNIVERSITY will assign a faculty member as the field liaison for each UNIVERSITY student assigned to the AGENCY. The field liaison will coordinate implementation of the UNIVERSITY field practicum program in the AGENCY.

2.8 The UNIVERSITY agrees that each UNIVERSITY student participating in the

field practicum is subject to drug/alcohol screening policy in effect at AGENCY during the time of the field practicum placement. Positive drug/alcohol test results will be submitted to the UNIVERSITY Program Director for action according to UNIVERSITY Policy.

2.9 The UNIVERSITY will require each UNIVERSITY student to comply with AGENCY'S pre-service screening requirements, e.g. Department of Justice clearance, TB testing, etc., if any.

2.10 The UNIVERSITY will provide an annual orientation and training for AGENCY'S assigned field instructor and will provide such consultation and training as necessary to fulfill the terms of this agreement.

2.11 The UNIVERSITY will provide AGENCY'S assigned field instructor with access to UNIVERSITY'S library facilities

3.0 RESERVATION OF RIGHTS WITH RESPECT TO PLACEMENT OF STUDENTS

The UNIVERSITY reserves the right to withhold placement of students depending on the number of students who require field practicum placements, the educational needs of students, and the availability of AGENCY facilities and personnel to provide a satisfactory field placement experience.

4.0 DEPARTMENTAL LETTER AGREEMENTS AUTHORIZED

Recognizing that the specific nature of the Field Practicum experience may vary, it is agreed by the UNIVERSITY and the AGENCY, upon execution of this Agreement and within the scope of its provisions, the parties will meet and confer on the nature of practical experience to formalize operational detail of the Field Practicum. All parties will sign and adhere to any Departmental Letter Agreements developed to implement this agreement.

5.0 COMPENSATION

Neither party to this Agreement shall be obligated to pay any monetary compensation to the other.

6.0 INSURANCE AND INDEMNIFICATION

6.1 University Insurance. University shall procure and maintain in force during the term of this Agreement, at its sole cost and expense, insurance in amounts reasonably necessary to protect it against liability arising from any and all negligent acts or incidents caused by University's employees. Coverage under such professional and commercial general liability insurance shall be not less than one million dollars (\$1,000,000) for each occurrence and three million dollars (\$3,000,000) in the aggregate. Such coverage shall be obtained from a carrier rated A or better by AM Best or a qualified program of self-insurance. The University shall maintain and provide evidence of workers' compensation and disability coverage as required by law. University shall provide AGENCY with evidence of the insurance required under this paragraph, which shall provide for not less than thirty (30) days notice of cancellation to AGENCY. University shall promptly notify AGENCY of any cancellation, reduction, or other material change in the amount or scope of any coverage required hereunder.

The State of California has elected to be self-insured for its general liability, vehicle liability, worker's compensation and property exposures through an annual

appropriation from the General Fund. As a State agency, the California State University, Office of the Chancellor, the Trustees, and its system of campuses are included in this self-insured program.

6.2 Student Insurance. University shall ensure that each student in the Program, is covered during the term of this Agreement by professional liability insurance of not less than one million dollars (\$1,000,000) for each occurrence and three million dollars (\$3,000,000) in the aggregate. Such coverage is to be obtained from a carrier rated A or better by AM Best. University will provide evidence of a student's professional liability coverage to Agency upon request.

6.3 AGENCY Insurance. AGENCY shall procure and maintain in force during the term of this Agreement, at its sole cost and expense, insurance in amounts that are reasonably necessary to protect it against liability arising from any and all negligent acts or incidents caused by its employees. Coverage under such professional and commercial general liability insurance shall be not less than one million dollars (\$1,000,000) for each occurrence and three million dollars (\$3,000,000) in the aggregate. Such coverage is to be obtained from a carrier rated A or better by AM Best or a qualified program of self-insurance. AGENCY shall also maintain and provide evidence of workers' compensation and disability coverage for its employees as required by law. AGENCY shall provide University with evidence of the insurance coverage required by this paragraph, which shall provide for not less than thirty (30) days notice of cancellation to University. AGENCY shall promptly notify University of any cancellation, reduction, or other material change in the amount or scope of any coverage required hereunder.

It should be expressly understood, however, that the coverage required under this Section shall not in any way limit the liability of the UNIVERSITY.

The UNIVERSITY, upon the execution of this Agreement, shall furnish AGENCY with certificates evidencing compliance with these insurance requirements. Certificates shall further provide for thirty (30) days advance written notice to AGENCY of any cancellation of the above coverage.

7.0 INDEMNIFICATION.

7.1 The University agrees to defend all claims of loss, and indemnify and hold harmless the Agency and its officers, agents and employees from any and all liability for personal injury, damages, wrongful death or other losses and costs, including but not limited to reasonable attorney fees and defense costs, arising out of the negligent acts or omissions or willful misconduct of the University or its employees, officers, or volunteers in the performance of this Agreement.

7.2 The Agency agrees to defend all claims of loss, and indemnify, and hold harmless the State of California, the Trustees of the California State University, California State University, Fullerton and their officers, agents, volunteers and employees from any and all liability for personal injury, damages, wrongful death or other losses and costs, including but not limited to reasonable attorney fees and defense costs, arising out of the negligent acts or omissions or willful misconduct of the Agency or its employees, agents or volunteers in the performance of this Agreement.

8.0 NONDISCRIMINATION

The AGENCY and the UNIVERSITY agree that neither will discriminate against a beneficiary of services provided by the AGENCY in the performance of this Agreement or against any individual on the basis of age, sex, race, color, religious belief, national origin, or physical handicap.

9.0 TERM/TERMINATION

This Agreement will be effective on a continuing basis unless otherwise stipulated in writing and signed in advance of the effective date by both parties. Either party may terminate this Agreement upon forty-five (45) days written notice to the other party except that if the UNIVERSITY terminates the Agreement based on lack of funding, the forty-five (45) day notice requirement shall not apply. The notice required under this clause shall be sent by certified registered mail.

10.0 INDEPENDENT CONTRACTOR STATUS

The parties hereby acknowledge that they are independent contractors. In no event shall this Agreement be construed as establishing a partnership, joint venture, or similar relationship between the parties hereto, and nothing herein contained shall be construed to authorize either party to act as agent for the other. The AGENCY and the UNIVERSITY shall be liable for their own debts, obligations, acts and omissions, including the payment of all required withholding, social security, and other taxes or benefits. No student shall look to AGENCY for any salaries, insurance, or other benefits.

11.0 CONFIDENTIALITY

The UNIVERSITY will require students to maintain the confidentiality of client information obtained during the field practicum experience at the AGENCY. All information obtained from clients, their records, or computerized data is to be held in confidence, and no copies of client records shall be made unless identifying information is first deleted and AGENCY permission is obtained. The UNIVERSITY shall prohibit students and supervising faculty members from identifying patients in papers, reports, or case studies without first obtaining permission of the AGENCY and the client, utilizing the confidentiality policies and procedures of the AGENCY.

12.0 NON-ASSIGNMENT AND SUBCONTRACTING

This Agreement shall not be assigned or transferred by a party without the written approval of the other party. This Agreement shall constitute the entire understanding between the parties with respect to the subject matter hereof and supersedes any and all prior understandings and agreement, oral and written relating hereto.

13.0 NOTICES

Notices required under this Agreement shall be sent to the parties by certified or registered mail, return receipt requested, postage prepaid, at the addresses set forth below.

UNIVERSITY:
California State University Fullerton
Contracts & Procurement
2600 East Nutwood Avenue, Suite 300
Fullerton, CA 92831
Attn: Angela Warren, Buyer III

AGENCY:
Anaheim Union High School District
1800 W. Ball Road, Room 46
Anaheim, CA 92601
Attn: Don Baumeister

IN WITNESS THEREOF, the authorized representative of the parties have made and executed this Agreement the day and year first written above.

UNIVERSITY

By:



Name: Angela Warren

Title: Buyer III

Date:

6/27/05

AGENCY

By:

Name:

Title:

Date:
