

**STUDENT FIELD PLACEMENT AGREEMENT**

This agreement ("Agreement") is between the Trustees of the California State University (CSU) on behalf of California State University Long Beach ("University") and Long Beach Community College District, an Institute of Higher Education ("IHE").

University offers degree programs in a wide variety of disciplines, which are academically enhanced by practical experiences outside of the traditional classroom setting. IHE shall provide practical experience pursuant to the terms of this Agreement and serve as a learning site offering facilities, resources and supervision to students. In consideration the mutual promises and conditions set forth below, University and IHE ("Party or Parties") agree as follows:

I. EDUCATIONAL PROGRAMS – The following University educational programs are included in this Agreement and are governed by the corresponding Exhibit(s), incorporated as if fully stated herein:

- _____ Exhibit F – Early Fieldwork in Higher Education Program Protocol, consisting of one (1) page
- _____ Exhibit G – Student Development in Higher Education Program Protocol, consisting of three (3) pages

II. GENERAL PROVISIONS

- A. Term of Agreement** - The term of this Agreement shall be operative from date of full execution until 3/10/22. Either Party may terminate this agreement upon thirty (30) days written notice. If either Party sends a Notice of Termination prior to the completion of an academic semester, all students enrolled at that time shall be allowed to continue their placement until the conclusion of that academic semester.
- B. Relationship of Parties** – IHE (including its employees and agents) shall act in an independent capacity and not as officers, employees or agents of CSU or University. Nothing in this Agreement shall be construed to constitute a partnership, joint venture or any other relationship other than that of independent contractors.
- C. Indemnification** - University shall be responsible for damages caused by the negligence of its directors, officers, agents and employees, as defined by law, and agrees to indemnify and hold harmless IHE (including its officers, agents and employees) from any and all liability arising out of the negligent acts, omissions or willful misconduct of University directors, officers, agents or employees in the performance of this Agreement.

IHE shall be responsible for damages caused by the negligence of its directors, officers, agents and employees, and agrees to indemnify and hold harmless CSU and University (including its officers, agents and employees) from any and all liability arising out of the negligent acts, omissions or willful misconduct of IHE's directors, officers, agents or employees in the performance of this Agreement.

- D. Insurance** - Each Party to this Agreement, at its own cost and expense, shall maintain General Liability Insurance (or a program of self-insurance), comprehensive or commercial form, with minimum limits of \$1,000,000 for each occurrence and \$3,000,000 general aggregate, and workers compensation coverage as required by law. An approved program of self-insurance shall satisfy these requirements. Each Student shall procure professional liability insurance either through a program offered by the IHE, or individually at the Student's own expense through an approved California insurance company with limits of at least One Million Dollars (\$1,000,000) each occurrence and Two Million dollars (\$2,000,000) annual aggregate. IHE shall be named an additional insured as to the student's insurance policy. University shall deliver to IHE certificates of insurance and endorsements evidencing and effecting insurance coverage required hereunder.

The Parties agree that the students are considered learners who are fulfilling specific requirements for field experiences as part of a degree and/or credential requirement. Therefore, regardless of the nature or extent of the acts performed by them, the Parties do not consider students employees or agents of either the University or IHE for purposes of Workers' Compensation coverage or benefits.

- E. Confidentiality of Student Records** – University student records shall remain confidential as required by the Family Educational Rights and Privacy Act (FERPA). Neither Party shall release any protected student information without written consent of the student, unless required to do so by law or as dictated by the terms of this Agreement.
- F. Confidentiality of Medical Records (HIPAA)** – *[for Medical/clinical placements]* All of IHE's medical records and charts created in connection with Clinical Training shall be and shall remain the property of IHE. For the purposes of this Agreement and patient confidentiality under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"),

Students shall be considered to be members of IHE's "Workforce," as defined at 45 Code of Federal Regulations (C.F.R.) § 160.103.

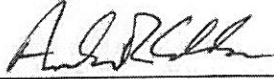
In the course of Clinical Training at IHE, Students may have access to Protected Health Information, as defined at 45 C.F.R. § 160.103, and shall be subject to IHE's HIPAA Privacy and Security policies and procedures. Students may be required to participate in training related to the IHE's HIPAA Privacy and Security policies and procedures.

The Parties agree that University is not a "business associate" of IHE under HIPAA. University will not be performing or assisting in the performance of covered HIPAA functions on behalf of IHE. There will be no exchange of individually identifiable protected health information between University and IHE.

- G. **Governing Law** – This agreement shall be construed in accordance with and governed by the laws of the State of California, except where superseded by federal law. All actions or proceedings arising in connection with this Agreement shall be subject to the exclusive jurisdiction of the state courts of the County of Los Angeles, State of California.
- H. **Services Responsibility**- IHE retains professional and administrative responsibility for services rendered at the IHE.
- I. **Student Safety and Personal Risk**- IHE shall inform the participating student of any potential health or safety risks associated with their field placement.
- J. **Assignments** - This Agreement is not assignable in whole or in part.
- K. **Renewal** - This agreement may be renewed by mutual written consent of authorized representatives of the parties. Nothing herein guarantees any such renewal(s).
- L. **Endorsement** - Nothing contained in this Agreement shall be construed as conferring on any party hereto any right to use the other party's name as an endorsement of product/service or to advertise, promote or otherwise market any product or service without the prior written consent of the other parties. Furthermore, nothing in this Agreement shall be construed as endorsement of any commercial product or service by University its officers or employees.
- M. **Fair Labor Standards Act and Displacement of Organization Employees** – It is not the intention of this Agreement for students to perform services that would displace or replace regular employees of the IHE.
- N. **Nondiscrimination** - During the performance of this Agreement, the Parties may not deny placement under this Agreement to any student on the basis of religion, color, ethnic group identification, sex, age, physical or mental disability, nor may they discriminate unlawfully against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, mental disability, medical condition, marital status, age (over 40) or sex. The parties will insure that the evaluation and treatment of students are free of such discrimination.
- O. **Severability** - If any provision of this agreement is held invalid by any law, rule, order of regulation of any government, or by the final determination of any state or federal court, such invalidity shall not affect the enforceability of any other provision not held to be invalid.
- P. **Authority** - Each party represents and warrants that the person(s) signing below on its behalf has the authority to enter into this Agreement and that this Agreement does not violate any of its existing agreements or obligations.
- Q. **Entire Agreement** – This document contains the entire agreement and understanding of the Parties, and supersedes all prior agreements, arrangements, and understandings with respect to the subject matter of this document. No amendment, alternation or variation of the terms of the Agreement shall be valid unless made in writing and signed by the Parties hereto.

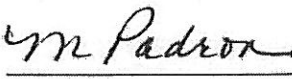
University:
California State University, Long Beach
1250, Bellflower Blvd., BH-346
Long Beach, CA 90840-0123

IHE:
Long Beach Community College District
4901 E. Carson Street
Long Beach, CA 90808
(562) 936-4947 mpadron@lbcc.edu
Phone Number e-mail



Authorized Signature Date
Andrew Calderon 3/14/2017

Name and Title
CONTRACT MANAGER
PROCUREMENT &
CONTRACTUAL SERVICES



Authorized Signature Date
Margaret E. Padron, Director, Business Support 3/10/17

Print Name and Title S U.

CALIFORNIA STATE UNIVERSITY, LONG BEACH
INSTITUTION OF HIGHER EDUCATION AFFILIATION AGREEMENT

Exhibit F
EARLY FIELDWORK

WHEREAS, the IHE is authorized to enter into agreements with the UNIVERSITY to provide early fieldwork experiences for students enrolled in UNIVERSITY programs to prepare educational professionals.

The UNIVERSITY and the IHE are as follows:

California State University, Long Beach
1250 Bellflower Blvd, BH-346
Long Beach, CA 90840

«FacilityName»
«FacilityAddress»
«FacilityCity», «FacilityState» «FacilityZip»

NOW, THEREFORE, it is mutually agreed between the UNIVERSITY and the IHE as follows:

SPECIAL PROVISIONS

Scope of Services: The IHE shall provide to UNIVERSITY students educational experiences through early fieldwork placements in schools and classes of the IHE not to exceed the stipulations set forth in these Special Provisions. Such professional experiences shall be provided in such schools or classes of the IHE and under the direct supervision and instruction of such employees of the IHE as the IHE and the UNIVERSITY through their duly authorized representatives may agree upon.

"Early fieldwork" as used herein and elsewhere in this agreement means participation in one or more of a variety of professional preparation activities, typically as a course requirement, under the direct supervision of employees of the IHE holding, minimally, Master's degrees in counseling, educational administration, human services, or a related field and at least two years of professional experience in postsecondary contexts. The student may work with other experienced professional staff members for specific activities.

Compensation: There is no compensation by the UNIVERSITY or by the IHE for the services of the IHE professional or the student intern.

Assignment: The assignment of a student of the UNIVERSITY for early fieldwork placements in schools or classes of the IHE shall be at the discretion of the UNIVERSITY, with the agreement of the supervising classroom teacher, educational professional, and/or site leader. Length and specific activities of assignments will vary depending on the requirements of the UNIVERSITY class.

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

CALIFORNIA STATE UNIVERSITY, LONG BEACH
INSTITUTIONAL AFFILIATION AGREEMENT

Exhibit G
STUDENT DEVELOPMENT IN HIGHER EDUCATION

WHEREAS, IHE is able to provide fieldwork site for supervised field experience for graduate students in Student Development in Higher Education in the Department of Advanced Studies in Education and Counseling at UNIVERSITY; and

WHEREAS, this experience is the culminating educational experience leading to the Master of Science in Counseling, Option in Student Development in Higher Education and would further the professional training of such students; and

WHEREAS, IHE believes the services to be provided by the students as part of their learning experience would be of benefit to IHE; and

WHEREAS, it is to the mutual benefit of the parties hereto that students of the UNIVERSITY use the educational facilities of the IHE for their fieldwork;

NOW, THEREFORE, in consideration of the covenants, conditions and stipulations hereinafter expressed and in consideration of the mutual benefits to be derived therefrom, the parties hereto agree as follows:

RESPONSIBILITIES OF THE UNIVERSITY

1. The UNIVERSITY shall designate in writing a faculty member to coordinate with a designee of the IHE.
2. The UNIVERSITY shall complete periodic evaluations of the student regarding his/her performance at the fieldwork site or, when site visit is precluded by excessive distance, as by arrangement between the UNIVERSITY faculty member and the fieldwork site supervisor.
3. The UNIVERSITY will assure that the student shall be eligible for fieldwork only after formal review and recommendation by the program
4. The UNIVERSITY will assure that acceptance of the student will be based on an application review and personal interview process by and on the approval of the UNIVERSITY and the IHE.
5. The UNIVERSITY will assure that the student will participate in the fieldwork placement for the duration of the academic semester or year, unless there is cause for removal.
6. The UNIVERSITY may, upon good cause, withdraw from fieldwork at any time any student of the UNIVERSITY assigned to fieldwork in the IHE.

RESPONSIBILITIES OF THE IHE

1. The IHE will provide opportunities for the student to develop professional competence in student development and student services administration, such as assessment, counseling/advising, educational program planning, research and teaching.
2. The IHE will provide opportunities for the student to develop professional competencies with a broad range of programs and populations, including but not limited to: gender, age, physical abilities, and race/ethnicity.
3. The IHE will advise the UNIVERSITY of any safety issues, concerns, or requirements that are pertinent to the location or specific area in which the student will be assigned.

4. The IHE will accept no more graduate students from the UNIVERSITY than the IHE site staff, space, and program permit; and except in pre-negotiated circumstances, no individual supervisor will provide concurrent supervision for more than two students.
5. The IHE will provide the student with a thorough orientation to the IHE administrative policies, standards and practices.
6. The IHE will provide a primary site supervisor who has an earned master's degree in counseling, educational administration, human services, or related field and at least two years of professional experience in postsecondary contexts. The student may work with other experienced professional staff members for specific activities.
7. The IHE will assure that the designated site supervisor will serve as a model professional engaging in practices that meet all ethical and legal standards of the profession.
8. The IHE agrees that the designation of a site supervisor is subject to the approval of the UNIVERSITY.
9. The IHE site supervisor will evaluate student competencies, oversee all student professional activities in the IHE, and provide guidance throughout the student's professional growth and development.
10. The site supervisor, in collaboration with the UNIVERSITY faculty, will complete periodic evaluations of the student's performance with written reports of that evaluation near the end of each university semester according to guidelines determined by the UNIVERSITY faculty.
11. The IHE assures that the student will receive ongoing supervision, especially at the beginning of the fieldwork experience.
12. The IHE may notify in writing to the UNIVERSITY faculty the desire to terminate or cancel any fieldwork assignment when the student's performance is unsatisfactory, when professional dispositions prevent constructive relationships within the fieldwork site, or when health status is a detriment to the student's successful completion of the fieldwork assignment. Prior to cancellation or termination, the IHE and the UNIVERSITY will consult about the proposed action.

RESPONSIBILITIES OF THE STUDENT

1. The student will conform to the administrative policies, standards and practices of the IHE and to the ethical and legal standards of the profession.
2. The student shall identify himself/herself to the public as a student in the Student Development in Higher Education Program who is completing fieldwork at the IHE.
3. The student will provide his/her own transportation to the fieldwork site.
4. The student will obtain prior written approval of the IHE and the UNIVERSITY before publishing any materials relating to the fieldwork experience.
5. The student, the IHE'S site supervisor and the UNIVERSITY faculty member will agree on individual student learning outcomes, project goals, and the usual times and location(s) of the fieldwork experience. This agreement will be prepared in writing and signed by the parties at the beginning of the fieldwork experience.
6. The student and the site supervisor, in collaboration with the UNIVERSITY faculty member, will ensure that fieldwork activities are relevant to Student Development in Higher Education as outlined in the Council for the Advancement of Standards or similar professional guidelines.
7. The student will provide the site supervisor with a copy of the SDHE Program's expectations for the fieldwork experience.

8. The student, in collaboration with the site supervisor and the UNIVERSITY faculty member, will integrate course requirements into the fieldwork experience.
9. The student will obtain a written evaluation of performance from the site supervisor at least once each semester and will submit that written evaluation according to the schedule established by the UNIVERSITY faculty member. This written evaluation is required prior to posting a grade for the fieldwork assignment.
10. The student will notify the IHE of illness, accident, or any other situation, which does not allow the student to meet the prearranged schedule at the fieldwork site.
11. The student will promptly inform the UNIVERSITY faculty member of any substantial change in the individual student learning outcomes and project goals.
12. Students and UNIVERSITY faculty advisors are advised to conduct a thorough investigation of the potential fieldwork site to determine any unique or unusual personal safety issues that may be present.