

Field Education Affiliation Agreement Master of Social Work

This Field Education Affiliation Agreement ("Agreement") is between the Trustees of the California State University on behalf of California State University San Marcos ("University") and the Perris Union High School District ("Learning Site") for student educational purposes. In consideration of the mutual promises set forth below, the University and Learning Site ("parties") agree as follows:

- 1. The Learning Site agrees to define and assign, for the Student(s), meaningful work which is useful to the Learning Site and which offers students direct experience in meeting a community need or direct experience that matches the student's educational goals.
- 2. The Learning Site will be committed to meet the goals of the academic requirements in accordance with the Learning Plan, reviewed and agreed upon by the Student(s), University and Learning Site. The Learning Site shall designate a person to supervise (Supervisor) Student(s) and to respond to Student(s) questions throughout the placement. Supervisor shall hold any of the following degrees: Master's in Social Work, Master's in Psychology or Counseling, (including a Marriage and Family Therapist), a Ph.D. or Psy.D in clinical psychology or counseling, with at least two years post-graduate experience.
- 3. Such social work professionals are to be employed by the Learning Site and approved by the University to supervise MSW Student(s). Learning Site shall provide training and orientation to the Student(s) prior to his/her working with clients or providing service to the Learning Site. The Supervisor agrees to meet with the Student regularly to facilitate the Student's learning experience, provide support, review progress on assigned tasks, verify service hours and give feedback.
- 4. The Learning Site's designated Supervisor will meet with Student(s) to orient them to the Learning Site and to discuss its mission, program, and services in the context of the clientele served. The Learning Site will give the Student(s) a complete site tour; an introduction to staff; a description of the characteristics of and risks associated with the Learning Site's operation, services and/or clients; ensure that Student(s) is aware of all emergency procedures and is able to act responsibly in the event of an emergency; and information detailing where Student(s) check in and how they log their time.
- 5. The Learning Site's designated Supervisor will explain to Student(s) their expectations with respect to attendance, dress and appearance, how to respond to emergency situations, how to prevent occupational hazards pertinent to the Learning Site's environment, and what appropriate and prohibited activities are.
- 6. The Learning Site will not permit Student(s) to provide services on-site without a Supervisor or designee on the premises.
- 7. Student will sign the Guidelines and Limitations form (Attachment A) prior to commencing work. A copy of the signed form will be provided to Learning Site upon request. Both the student and Field Instructor must sign the electronic document approximately 6 weeks into the semester. This document is available online to the agency and Field Instructor on Intern Placement Tracking (IPT Database), at any time.

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- 8. The Learning Site will be responsible for additional requirements as determined by Learning Site.
- 9. California law may require the Learning Site to obtain Student's fingerprints and submit them to the Department of Justice, and/or the Federal Bureau of Investigation, for a criminal background check. It is the Learning Site's responsibility to 1) determine whether such requirements are necessary; 2) obtain the requirements from the Student(s) at Learning Site's/Student's expense; and 3) obtain criminal background clearance from the appropriate agency. Learning Site will be responsible for ensuring Student(s) complies with site requirements for immunizations and tests, including, but not limited to health examinations, immunizations, tuberculin skin test and chest x-ray as determined appropriate by the Learning Site.
- 10. The University will advise student(s) that neither the University nor the Learning Site assumes any financial responsibility in the event he/she is injured or becomes ill as a result of his/her participation a learning activity at the Learning Site.
- 11. University and Learning Site shall keep confidential at all times any and all information and personal data received from the other relating to teaching strategy, students, employees and tutors, and their performance and progress. Unless compelled by law, no personal data received from the other party will be divulged to any third party without the prior written approval of the individual to whom such personal data relates. The University is, Learning Site may, be subject to various privacy, freedom of information and public records laws, and the University and Learning Site agree that they will co-operate and provide all necessary assistance in order to comply with these legal obligations. Facility shall familiarize itself with student privacy laws (FERPA) and adhere to it accordingly.
- 12. The parties agree to comply with all applicable federal, state and local laws and regulations, including but not limited to laws that prohibit discrimination, harassment, sexual misconduct, and retaliation. The Learning Site also agrees to comply with University policies governing discrimination, harassment, sexual misconduct, and retaliation, which are set forth in CSU Executive Orders 1095-1097. Any violation of applicable law or CSU policy is grounds for the immediate termination of the Agreement.
- 13. Agreement will become effective as of the date of the last parties' signature below and continue for a period of **5 years**. The Agreement may be terminated for any reason by either party upon providing the other party 30 days written notice of the intent to terminate. The term end shall not take effect, however, with regard to students already enrolled until such time as those students have completed their training. The term will be extended through the end of that semester. At the 5 year termination date the agreement can be renewed upon the mutual written consent of both parties. The Learning Site may dismiss a student if the student violates its standards, mission or goals. The Learning Site will document its rationale for terminating a student and provide the University with a copy of the rationale upon request.
- 14. Student(s) shall at no time throughout this agreement be considered officers, employees, agents or volunteers of the University while they are: at the Learning Site's place(s) of business, in route to or from the Learning Site's place(s) of business, or performing any acts under the direct or indirect supervision, management, or direction of the Learning Site or associated with the performance of this Agreement. It is expressly understood that no employee, agent, partner or representative of either party is an employee, representative, partner or agent of the other party:
- 15. Each party agrees to maintain general liability coverage of at least \$1,000,000 per occurrence, \$2,000,000 aggregate and to provide evidence of coverage upon request. Insurance must be placed with insurers with a current A.M. Best rating of at least A: VII.

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University shall provide the student(s) with general and professional liability insurance in the amount of \$1,000,000 per occurrence, \$3,000,000 general aggregate. This insurance only applies if both parties have signed this Agreement.

16. Learning Site shall defend, indemnify and hold harmless the University and each of their trustees, officers, employees, agents and volunteers from and against any and all liability, loss, expense, or claims for injury or damages arising out of, resulting from, or in connection with the performance of this Agreement, but only in

proportion to and to the extent such liability, loss, expense, or claims for injury or damages are caused by or result from the negligence or intentional acts or omissions of the Learning Site, its officers, subcontractors, assignees, appointees, agents, or employees.

University shall defend, indemnify and hold harmless Learning Site and its trustees, officers, employees, subcontractors, appointees, agents and volunteers from and against any and all liability, loss, expense, or claims for injury or damages arising out of, resulting from, or in connection with the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, or claims for injury or damages are caused by or result from the negligence or intentional acts or omissions of the University, its officers, agents, or employees.

- 17. No party to this agreement may assign this Agreement, and any rights or obligations hereunder, whether by written agreement, operation of law or in any other manner whatsoever, without the prior written consent of the other party.
- 18. Nothing contained in this Agreement confers on either party the right to use the other party's name, trademarks, or logos without prior written permission, or constitutes an endorsement of any commercial product or service by the University.
- 19. Upon termination of this Agreement for any reason, the terms, provisions, representations and warranties contained in this Agreement shall survive expiration or early termination of this agreement.
- 20. This Agreement sets forth the entire agreement between the parties with respect to the subject matter herein. This Agreement may not be altered unless both parties agree in writing. No representation, promise, inducement or statement of intention has been made by any party hereto that is not embodied herein, and no party shall be bound by or liable for any alleged representation, promise or inducement or statement not set forth herein.

This Agreement shall be construed in accordance with and governed by the laws of the State of California. The Parties agree that all actions or proceedings arising in connection with this Agreement shall be tried and litigated exclusively in the state courts located in the County of San Diego, State of California.

21. Any notices required by this Agreement will be deemed to have been duly given if communicated in writing to the following individuals.

TO UNIVERSITY:
Maria Froehle
Contract Analyst
California State University San Marcos
333 S. Twin Oaks Valley Road
San Marcos, CA 92096-0001
mfroehle@csusm.edu
760.750.4468

TO FACILITY:
Charles Newman
Assistant Superintendent – Educational Services
Perris Union High School District
155 E 4th Street
Perris, CA 92570
charles.newman@puhsd.org
951.943.6369

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. 3	executed electronically which shall have the same force and effer as been executed and is effective as of the date of the last signatu	
	Date:	
Dawn Bray		
Purchasing Director		
Perris Union High School District		
	Date:	
Maria Froehle		
Contract Analyst		
Procurement Operations		
California State University San Marcos		

In case of student injury, contact: Cal State San Marcos, University Police (760) 750-4567

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