



STUDENT FIELD PLACEMENT AGREEMENT

This Student Field Placement Agreement (“Agreement”) is entered into by and between the Trustees of the California State University on behalf of California State University Long Beach (“CSU” or “University”), and the City of Carson, a municipal corporation (“City”).

University offers degree programs in a wide variety of disciplines, which are academically enhanced by practical experiences outside of the traditional classroom setting. This Agreement pertains to University students enrolled in an internship course and placed at City by University. City 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 of the mutual promises and conditions set forth below, the University and the City (“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) attached hereto and incorporated herein:
- Exhibit A – Speech Language Pathology Program Protocol, consisting of 2 pages.

II. **GENERAL PROVISIONS**

- A. **Term of Agreement** – This Agreement shall become effective when fully executed and shall continue in effect for three (3) years, unless earlier terminated in accordance with this paragraph. Either Party may terminate this agreement at any time and for any reason or no reason upon thirty (30) days written notice, provided that 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** – City (including its employees and agents) shall act in an independent capacity and not as officers, employees or agents of CSU. Conversely, CSU (including its employees and agents) shall act in an independent capacity and not as officers, employees, or agents of City. Neither Party shall be deemed nor shall represent that it or any of its officers, employees or agents are officers, employees or agents of the other Party. 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** – CSU shall be responsible for claims and damages caused by the negligence of its directors, officers, agents and employees, as such are defined by law, and agrees to defend, indemnify and hold harmless City (including its officers, agents and employees, as such are defined by law) from any and all claims and/or liabilities arising out of the negligent acts or omissions or reckless or willful misconduct of CSU or its directors, officers, agents, or employees, in the performance of this Agreement.

City agrees to defend, indemnify and hold harmless University (its officers, agents and employees) from any and all claims and liabilities arising out of the negligent acts or omissions, or reckless or willful misconduct of City, or its directors, officers, agents or employees, in the performance of this Agreement.

This provision shall survive termination or expiration of this Agreement.

- D. **Insurance** - City shall, at its own cost and expense, maintain general liability insurance (or self-insurance), comprehensive or commercial form, with a minimum limit of \$1,000,000 for each occurrence and \$3,000,000 general aggregate. University shall, at its own cost and expense, maintain general liability insurance (or self-insurance), comprehensive or commercial form, with a minimum limit of \$1,000,000 for each occurrence and \$3,000,000 general aggregate. University shall, at no cost to City, arrange for students to be covered by an insurance policy providing general (comprehensive or commercial form) and professional liability coverage with limits of \$2,000,000 each claim and \$4,000,000 general aggregate. Each Party shall maintain workers’ compensation insurance (or self-insurance) as required by law. City, its elected and appointed officers, employees, volunteers, and agents shall be named as additional insureds on the general and professional liability insurance coverages provided for students pursuant to this subsection. All required insurance policies must specify that where the primary insured does not satisfy the self-insured retention, any additional insured may satisfy the self-insured retention. University shall provide City with Certificates of Insurance evidencing all of University’s required insurance coverages (or proof of the required self-insurance) prior to commencement of any student or other activities pursuant to this Agreement. On the Certificate of Insurance for the student’s general and professional liability coverages, City shall be shown as the certificate holder, and the following statement shall be included:

“This Certificate is Provided for Evidence Only. General Liability and Professional Liability coverage is provided on a claims-made basis including a 3-year extended reporting period. Coverage extends to students enrolled in covered academic courses. Coverage extends to any affiliate institution to whom the Named Insured is obligated by written agreement to add as Additional Insured. Coverage applies only when there exists a written agreement between the University and the affiliate institution, which is executed prior to an incident giving rise to a claim for a covered loss.”

- E. Confidentiality of Student Information** – 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. Health Testing** – If City requires a health history or testing (tuberculosis testing, current immunizations, flu shot, etc.) for students prior to placement, students shall provide proof of satisfactory health history directly to City.
- G. Background Check/Finger-Printing** - If City requires University’s students to undergo a background check or fingerprinting prior to placement, University students shall coordinate the results directly with City.
- H. Orientation** – City shall provide an orientation to students, including familiarity with the building/property and policies regarding safety and proper business operations.
- I. 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 courts of the County of Los Angeles, State of California.
- J. Endorsement** - Nothing contained in this Agreement shall confer on any party the right to use the other party’s name as an endorsement of a product or service, or to advertise, promote or market any product or service.
- K. Assignments** - This Agreement is not assignable or transferable in whole or in part by either Party.
- L. 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 City.
- M. Nondiscrimination** – Neither Party shall discriminate unlawfully against any student in placement or continuation in a fieldwork program, nor shall they discriminate unlawfully against any employee or applicant for employment.
- N. Non-liability of City Officers and Employees** - No officer or employee of City shall be personally liable to University in the event of any default or breach by City of any obligation or term of this Agreement.
- O. Services Responsibility**- City retains administrative responsibility for all services rendered at City.
- P. 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.
- Q. 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.
- R. Entire Agreement** – This Agreement 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.
- S. Counterparts** - This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and such counterparts shall constitute one and the same instrument.

[signatures on the following page]

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates set forth below.

University:

California State University, Long Beach

Address for Notices:

1250 Bellflower Blvd., BH-346

Long Beach, CA 90840-0123

(562) 985-4296

Attn: Procurement & Contractual Services

City:

CITY OF CARSON, a municipal corporation

Address for Notices:

701 E. Carson St.

Carson, CA 90745

310-830-7600

Attn: Eileen Malumaleumu

University Signature

Date

Name and Title

By: _____
Albert Robles, Mayor

Date: _____

ATTEST:

Donesia Gause-Aldana, City Clerk

APPROVED AS TO FORM:

Sunny K. Soltani, City Attorney

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Exhibit A
COMMUNICATIVE DISORDERS:
SPEECH-LANGUAGE PATHOLOGY PROGRAM PROTOCOL

Student Field Placement Agreement

The California State University Long Beach (University) Speech-Language Pathology Program in the Communicative Disorders Department has been approved by the California State University (CSU) Trustees and accredited by the Western Association of Schools and Colleges and the American Speech, Language and Hearing Association.

This program requires clinical fieldwork experience/internship in professional agencies. University and City recognize the mutual benefit in having students of the University's Communicative Disorders Department use the City for their fieldwork experience.

At all times during operation of this Agreement, the students are considered learners who are fulfilling specific requirements for field experiences as part of a degree and/or credential requirement, and are not employees or agents of the University or the City.

I. CITY SHALL:

- A. Permit students, designated by the University to receive Speech Pathology fieldwork experience at City, and shall furnish and permit such students, and their University instructors, reasonable access to a variety of professional opportunities within the scope of services offered by the City for such internship experience, subject to the terms of this Agreement;
- B. Maintain the subject facilities and provide the fieldwork opportunities in such a manner that the minimum essentials (adequate supervision, safe environment, and access to City and supplies) for an approved fieldwork experience shall be met at all times;
- C. Permit and encourage members of the City's staff, subject to authorization of City's City Manager or applicable Department Director in his or her sole discretion, to participate in the instructional phase of the fieldwork experience;
- D. Permit the City's designated personnel, subject to authorization of City's City Manager or applicable Department Director in his or her sole discretion, to attend meetings of the University's Communicative Disorders Department Faculty, or any committee thereof, to coordinate the internship experience of the program provided for under this Agreement;
- E. Have the right to refuse participation to any University student who is not participating satisfactorily in the program or who has violated or demonstrated an unwillingness or inability to comply with this Agreement or any applicable City law, rule, regulation, policy, or procedure. In the event City decides to refuse participation to a student pursuant to this subsection, City shall give prior notice to University regarding the reasons for denying participation of such student; and
- F. Notify the University's instructors of any change in the professional credential status of the City's Speech Therapists (where applicable).

II. UNIVERSITY SHALL:

A. Make an official request to the City for placement of each student within the City for the student's fieldwork experience;

B. Keep all academic records of students participating in said program;

C. Designate a staff member to participate with the City designee in implementing and coordinating the program of supervised field placement;

D. Require every student to conform to all applicable City laws, rules, policies, procedures, and regulations, and all requirements and restrictions specified jointly by representatives of the University and City;

E. In consultation and coordination with the City's applicable Department Director and/or staff, plan for the internship experience to be provided to students under this Agreement; and

F. In consultation and coordination with the City's applicable Department Director and/or staff, arrange for periodic conferences between appropriate representatives of the University and City to evaluate the internship experience provided for under this Agreement.

III. CITY AND UNIVERSITY AGREE AS FOLLOWS:

A. The City and University shall be jointly responsible for determining and evaluating the program of experiences for the students assigned to the City. Notwithstanding the foregoing, the City and University agree that students' fieldwork experience pursuant to this Agreement shall be limited to the following terms, unless otherwise agreed to in a duly approved and executed amendment to this Agreement:

- Location: Carson Community Center, Adult Activity Room; 801 E. Carson St., Carson, CA 90745;
- Days: 2nd and 4th Monday of each calendar month;
- Times: 1:30 p.m. – 2:30 p.m.
- Maximum Number of Students: 10 per program session (may be broken into two groups, one to meet on the 2nd Monday and one to meet on the 4th Monday of each month).

B. Neither party shall be responsible for costs or expenditures incurred by the other in the conduct of the internship, other than those expenses defined in writing.

C. University's insurance does not cover Students driving their own automobiles. If the clinical educational assignment at the City includes travel to other locations, each Student shall obtain and maintain automobile liability coverage in an amount equal to or greater than the minimum limits required by the State of California for the duration of the Student's clinical training experience.

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