

**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, 5151 State University Drive, Los Angeles, CA 90032, noted below, all of which are hereinafter called State or State University, and **Cypress School District**, noted below, hereinafter called the District:

WITNESSETH

WHEREAS, the District 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 District as follows:
The State University and the District are as follows:

California State University, Los Angeles
5151 State University Drive
Los Angeles, CA 90032

Cypress School District
9470 Moody Street
Cypress, CA 90630

SPECIAL PROVISIONS

Scope of Services: The District 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 teacher, counselor, administrator, or specialist training programs of the State University and Cypress School District.

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

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

Termination: The District 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 District 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 District 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 District 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.

University agrees that all students are not employees of the District or University and are not entitled to benefits of any kind or nature normally provided employees of the District 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 District 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 District before services commence pursuant to California Education Code 45125.1.
3. **Health Clearance.** University shall inform student of the students' need to comply with District's requirements for immunizations and tests, including but not limited to an annual health examination, negative tuberculin skin test/and or chest x-ray as required. Dated sixty (60) days prior to commencement of internship.
4. **Services Responsibility:** The District retains professional and administrative responsibility for the services rendered at the District.
5. **Student Safety and Personal Risk:** the District shall inform the participating student of any potential health or safety risks associated with their field placement.
6. **Non-Discrimination:** District 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 June 30, 2021. 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
Angela Warren

Title: Buyer III Lead, Procurement & Contracts

Date: _____

SCHOOL DISTRICT

Cypress School District

By: _____
Authorized Signature

Title: _____

Date: _____