



# 34131

## 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 POLICE DEPARTMENT ("Facility").

University offers degree programs in a wide variety of disciplines, which are academically enhanced by practical experiences outside of the traditional classroom setting. For this Agreement, the Facility 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, the University and the Facility ("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):

Exhibit A – Criminology, Criminal Justice & Emergency Management Program Protocol, consisting of two (2) pages

II. **GENERAL PROVISIONS**

- A. **Term of Agreement** - The term of this Agreement shall begin when fully executed and shall continue until terminated by either Party. 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** – Facility (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 Facility (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.

Facility 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 Facility's directors, officers, agents or employees in the performance of this Agreement.

D. **Insurance**

1. Each Party shall maintain general liability insurance, comprehensive or commercial form, with a minimum limit of \$1,000,000 for each occurrence and \$3,000,000 general aggregate. If Facility offers medical or professional services, Facility shall also carry professional liability (or errors and omissions) coverage with the same minimum limits. Each Party shall procure or maintain workers compensation insurance coverage as required by law.
2. University shall arrange for the students to be covered by an insurance policy providing general and professional liability with limits of \$2,000,000 each occurrence and \$4,000,000 general aggregate.

- E. **Confidentiality of Student Records** - 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. **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.


- G. **Student Safety and Personal Risk**- Facility shall inform the participating student of any potential health or safety risks associated with their field placement.

- H. **Assignments** - This Agreement is not assignable in whole or in part by either Party.

- I. **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.
- J. **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 Facility.
- K. **Nondiscrimination** - Both Parties shall not 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.
- L. **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.
- M. **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.
- N. **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


  
 \_\_\_\_\_  
 Authorized Signature Date 11/18/2015  
 Name and Title **ANDREW CALDERON**  
**CONTRACT MANAGER**  
**PROCUREMENT &**  
**CONTRACTUAL SERVICES**

**Facility:** LONG BEACH POLICE DEPARTMENT  
 (please write the complete legal name of the entity)

Financial Bureau Attn: Janiece Roelofsen  
 400 West Broadway, Long Beach, CA 90802  
 (562) 570-5391  
 Phone Number e-mail

  
 \_\_\_\_\_  
 Authorized Signature Date 12/23/15  
 Name and Title **Patrick H. West, City Manager**  
**Assistant City Manager**

EXECUTED PURSUANT  
 TO SECTION 301 OF  
 THE CITY CHARTER.

APPROVED AS TO FORM  
December 11, 2015  
**CHARLES PARKIN, City Attorney**  
 By   
 \_\_\_\_\_  
**MONICA J. KILAITA**  
**DEPUTY CITY ATTORNEY**

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Exhibit A  
**SCHOOL OF CRIMINOLOGY, CRIMINAL JUSTICE, AND EMERGENCY MANAGEMENT  
PROGRAM PROTOCOL**

Student Field Placement Agreement

The California State University Long Beach (University) and the School of Criminology, Criminal Justice, and Emergency Management's (CCJEM) internship program (Program) have been approved by the California State University (CSU) Trustees and accredited by the Western Association of Schools.

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.

**I. THE FACILITY SHALL:**

- A. Permit students, designated by the University pursuant to Paragraph "II. A" below, to experience a variety of professional opportunities within the scope of services offered by the Facility for such internship experience,
- B. Provide the University's criminal justice instructors access to the Facility for purpose of student evaluation and assessment.
- C. Maintain the facilities and provide opportunities to meet the basic essentials (i.e., adequate supervision, a safe environment, appropriate access to the Facility and its supplies) for on-site training and educational experience.
- D. Provide meaningful educational opportunities for interns to develop critical thinking skills while evolving into justice professionals.
- E. Permit and encourage members of the Facility's staff to participate in the internship experience.
- F. Permit the Facility's Director and/or personnel designated by the Director, to attend meetings of the CCJEM internship program to coordinate the internship experience of the program provided for under this agreement.
- G. Have the right to refuse participation to any University student who is not participating satisfactorily in the program. In the event Facility determines a student is not satisfactorily participating in the program, Facility shall consult with University regarding the reasons for denying participation of such student.
- H. Coordinate emergency first aid or medical treatment if a student suffers an injury or illness during the course of a student's field education experience.
- I. Designate a Site Internship Supervisor who shall have primary responsibility for both verifying the number of hours of student training at the Facility and for evaluating the student's performance in his/her internship placement.

- J. Notify the University's instructors of any change in the Facility's contact personnel.
- K. Conduct and bear the cost of completing any background investigation that is required of students prior to acceptance into the Faculty's internship program.

**II. THE UNIVERSITY SHALL:**

- A. Make an official request to the Facility for placement of student trainees in such numbers as are mutually agreed upon by both parties. The number of available internship students is dependent upon enrollment in teh CRJU 492 internship course.
- B. Keep all academic records of students participating in said internship program for a period of three (3) years.
- C. Require every student to conform to all applicable Facility policies, procedures, and regulations, and all requirements and restrictions specified jointly by representatives of the University and Facility.
- D. Require University's Students to notify Facility's internship sponsor in advance of:
  - 1. Changes in student schedules.
  - 2. Placement of students in fieldwork assignments.
  - 3. Changes in fieldwork assignments.
- E. In consultation and coordination with the Facility's Director and staff, plan for the internship experience to be provided to students under this Agreement.
- F. In consultation and coordination with the Facility's Director arrange for periodic conferences between appropriate representatives of tlfе University and Facility to evaluate the internship experience provided for under this Agreement.

**III. FACILITY AND UNIVERSITY JOINTLY AGREE THAT:**

- A. 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.