LIBRARY EDUCATION 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 City of Long Beach ("Site").

University's College of Education offers degree programs in a wide variety of disciplines, which are academically enhanced by practical experiences outside of the traditional classroom setting. Site 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 Site ("Party or Parties") agree as follows:

I. <u>EDUCATIONAL PROGRAMS</u> — 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 A - EDUCATIONAL TECHNOLOGY AND MEDIA FIELDWORD Protocol, consisting of one (1) page.

II. GENERAL PROVISIONS

- A. Term of Agreement The term of this Agreement shall begin upon full execution and continue until 7/27/2026. 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 Site (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. University students performing internship work are learners, completing course requirements for academic credit towards a degree or certification, and are not employees or agents of University.
- C. Legal Responsibility Site shall be responsible for damages caused by the negligence of its officers, employees and agents. University shall be responsible for the damages caused by the negligence of its officers, employees and agents. The intent of this paragraph is to impose responsibility on each party for the negligence of its officers, employees and agents, consistent with California law.
- D. Insurance Each Party to this agreement 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 \$2,000,000 general aggregate, and workers compensation coverage as required by law. University shall arrange for 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. Students' coverage includes educators' errors & omissions coverage.
- 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. Pre-Placement Clearances If Site requires a health history, tuberculosis testing, or current immunization records for University students prior to placement, students shall provide satisfactory documentation directly to Site. If Site requires University students undergo a background check or fingerprinting prior to placement, University students shall provide satisfactory results directly with Site.
- G. Orientation, Student Safety and Personal Risk Site shall provide an orientation of its site and all relevant policies and procedures to assigned students and University faculty. Site shall inform the participating student of any potential health or safety risks associated with the location of their field placement
- H. Acceptance, Termination & Nondiscrimination in Placements Site has discretion regarding the number of placements it receives, and has discretion to terminate the assignment of any University student at Site if such student is failing to perform satisfactorily to Site. Site shall notify University in writing of its desire to terminate the placement of University student. University may withdraw a University student assigned to Site for any academically related reason. Neither Party shall deny placement 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.

- Services Responsibility- Site retains professional and administrative responsibility for services rendered at the Site
- Locations All locations under Site's management or control will be covered by the terms of this Agreement.
- K. 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.
- L. Assignments This Agreement is not assignable in whole or in part by either Party.
- M. 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.
- N. 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 Site. Work performed by students is toward the completion of course/programs for their academic degree.
- 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.

Site:		University:				
City of Long Beach (please enter the complete legal name of the entity) 411 W. Ocean Blvd., 10th Floor Street ackdress		California State University, Long Beach Attn: Procurement & Contractual Services 1250 Bellflower Blvd., BH-346 Long Beach, CA 90840-0123 (562) 985-4296 FM-ContractServices@csulb.edu				
			Long Beach, CA 90802			O
			City, State, Zip	ca@longbeach.gov		
Phone Number e-mail		(
Senda J. Jahr	m	Karla Salas-Ramirez Data: 2021, 07.	by Karla Salas-Ranirez 27 10:57:07 -07'00'			
Site Signature	Date	University Authorized Signature	Date			
LINDA F. TATUM AS	ST. CITY MANA	GER Karla Salas-Ramirez, Ris	k Memt Analyst			
Name and Title		tionic dist title				
	EXECUTED	PURSUANT				
PROVED AS TO FORM	TO SECTI	ON 301 OF				

THE CITY CHARTER

API

CHARLES PARKIN, City Attorney

AMY R. WEBBER DEPUTY CITY ATTORNEY

Exhibit A EDUCATIONAL TECHNOLOGY AND MEDIA FIELDWORK

Scope of Services:

"Field Experience", as used herein and elsewhere in this agreement, means active participation in the duties and functions of library science professionals, while under the direct supervision and instruction of employees of the Site. Such employees shall hold a minimum of an appropriate master's degree (such as Masters in Educational Technology, Applied Disability Studies, or other relevant field of study) or a Teacher Librarian Sciences Credential, must have demonstrated experience in working with the community, and must be experienced with the incorporation of technology in library media programs, unless otherwise agreed-upon between the Parties. The Field Experiences shall be of reasonable quality, merit, and scope and be designed to prepare the student to assume full time professional responsibilities as a library professional, while enabling the University to determine the degree of competence of the student to assume professional library responsibilities.

- 1. Site shall provide in-person Field Experience, as defined above, to students enrolled in Teacher Librarian Services Credential or other appropriate master's degree curricula (such as Masters in Educational Technology, Applied Disability Studies, or other relevant field of study) at University.
- 2. A semester unit of Field Experiences is 30 hours of professional-level work, with the understanding that the University student shall have at least 1.5 semester units (45 hours), but not more than 3 semester units (90 hours), of Field Experiences at one site.
- 3. The University shall provide a coordinating supervisor, herein designated as the "Coordinator", to oversee the field experience. The Coordinator meets with the Site supervisor and the University student to plan the field experiences and supervise the implementation.
- 4. The Site supervisor shall communicate with the University Coordinator regularly in terms of providing formative assessment of the student's work. The supervisor shall submit a written summative evaluation of the University student to the Coordinator at least two weeks prior to the end of the semester in which the student has the field experiences at the Site. The summative evaluation also serves to verify that the University student has completed the 45 required hours of field experiences at the Site.
- 5. The assignment of a University student to Field Experience at the Site shall be deemed to be effective, for purposes of this agreement, on the date the student presents to the proper authorities of the Site, proper documentation from the University affecting such assignment, but not earlier than the date of such assignment as shown on the University documents.