

PRACTICUM AGREEMENT
FOR FURNISHING FIELD TRAINING
FOR THE SCHOOL OF SOCIAL WORK

This Agreement is entered into between the Trustees of the California State University on behalf of **San José State University**, located at One Washington Square, San Jose, CA 95192 hereinafter called the (“the University”), and **County of Monterey**, located at 1000 S. Main Street, Salinas, CA 93901, hereinafter called the (“Facility”). The University and Facility are referred to collectively as the Parties.

Witnesseth:

WHEREAS, the Trustees have approved Bachelor of Arts in Social Work (“BASW”) and Masters of Social Work (“MSW”) Programs for the University and such programs require field work experience and the use of facilities; and

WHEREAS, it is to the mutual benefit of the parties hereto that students of the University’s Social Work Programs use facilities for their experience,

WHEREAS, the SOCIAL WORK PRACTICUM is an essential part of professional education for Social Work: an essential element of the practicum must be the inclusion of learning experiences that provide for students’ direct engagement in service activities. The intent of the Practicum is to enhance student learning within all areas of the curriculum. The Practicum should provide all students with opportunities for development, integration, and reinforcement of competence through performance in actual service situations. It should permit students to acquire and test skills relevant to emerging conditions of Social Work practice. The Practicum should also foster for all students the integration and reinforcement of knowledge, value and skill learning acquired through particular courses, with a focus on transcultural generalist practice and populations at-risk. In the Practicum the students should have an opportunity to delineate and comprehend questions for research which arise in the course of practice.

NOW, THEREFORE, in consideration of the covenants, conditions, and stipulations hereinafter expressed and in consideration of the mutual benefits to be derived therefrom, the parties hereto agree as follows:

I. FACILITY SHALL:

A. Permit each student who is designated by the University pursuant to Paragraph II. A below to receive field training experience at the Facility, and shall furnish, and permit such students and University instructors free access to appropriate facilities for field work experience.

B. It is expected, in accordance with the presently established values and goals of the University and School of Social Work, that placement facilities provide the following:

1. A field setting that offers the opportunity to serve various at-risk populations. This includes opportunities to work with clients who are oppressed, marginalized, and/or disenfranchised by virtue of their ethnicity, sexual orientation, socioeconomic status, immigration experience, age, and/or disability;

2. A setting that offers opportunities to students to examine their own commitment to these at-risk populations;
3. Setting that offers students opportunities to test, modify and integrate the ideas, concepts and values of the Social Work curriculum into their emerging professional selves; and
4. A setting that provides students with an opportunity to develop skills and practical knowledge by working with at-risk clients under the guidance of a skilled supervisor.

C. It is required that each Placement Facility shall:

1. Provide a learning experience that entails a commitment to service compatible with the values and ethics of the Social Work profession;
2. Provide a qualified field supervisor to be provided either by the agency or the School of Social Work. Assessment of qualifications will take into account professional education, commitment to the values of the Social Work profession, competence in practice, and interest and competence in teaching and supervising;
3. Accept the guiding principle that placement of not less than two (2) Social Work students is highly desirable from the educational perspective;
4. Make available suitable desk space, telephones, word processing facilities, supplies, transportation costs, clerical services and interviewing facilities. This provision may be waived under exceptional circumstances if the educational benefits resulting from a Practicum experience in a particular agency or setting could not be otherwise realized;
5. Provide sufficient structure for the necessary learning experience, i.e. acceptable field instruction, and proper assumption of responsibility by administration, staff, sponsor or constituency, when the Practicum is located in organizations in fields other than social welfare;
6. Provide periodic supervisory conferences and semester evaluations, and open communications between the setting, the field supervisor, and School must be satisfactorily met as spelled out by the School of Social Work in the Field Practicum Manual; and
7. Have the right, after consultation with the University, to refuse to accept for further experience any of the University's students who in the Facility's judgment are not participating satisfactorily in said program.
8. Facility is aware of and informed about the hazards currently known to be associated with the novel coronavirus referred to as "COVID-19". Facility is familiar with and informed about the Centers for Disease Control and Prevention ("CDC") current guidelines regarding COVID-19 as well as applicable federal, state, and local governmental directives regarding COVID-19. Facility, to the best of its knowledge and belief, is in compliance with those current CDC guidelines and applicable governmental directives. If the current CDC guidelines or applicable government directives are modified, changed or updated, Facility will take steps to comply with the modified, changed or updated guidelines or directives. If at any time, the Facility becomes aware that it is

not in compliance with CDC guidelines or an applicable governmental directive, it will notify the University of that fact.

II. TRUSTEES, THROUGH THE UNIVERSITY, SHALL:

- A. Designate the students who are enrolled in the San José State University's Practicum Programs of the School of Social Work to be assigned for field experience at the Facility, in such numbers as are mutually agreed to by both parties;
- B. Monitor all instruction for field work experience given at the Facility to the assigned students and provide the necessary Social Work instructor(s) when the Facility field supervisor is not a Social Worker;
- C. Keep all attendance and academic records of students participating in said Program;
- D. Require every student to conform to all applicable Facility policies, procedures, and restrictions specified jointly by representatives of the University and Facility; and
- E. Require University's School of Social Work instructors to notify Facility in advance of:
 - 1. Student(s) assigned to the facility.
 - 2. Student Schedules
 - 3. Changes in placement assignments

III. FACILITY AND UNIVERSITY SHALL AGREE AS FOLLOWS:

A. THIS AGREEMENT will become effective as of the date of the last executed signature and shall remain in effect for a term of five (5) years, unless terminated sooner. Either party, after giving the other party 30 days advance written notice of its intention to so terminate, or for just cause, this agreement can be terminated immediately by either party.

Should either party terminate this agreement for any reason, the terms of this Agreement may remain in full force for those existing Student Interns and Staff Interns still participating in SJSU's MSW program for as long as they are enrolled as students of SJSU, and the University is satisfied that the Facility meets the Field Placement requirements of the MSW Program.

B. In order to ensure the satisfaction of all, the student and the field supervisor must jointly formulate a practicum Contract to be submitted for approval by the Faculty Field Liaison and the Field Education Director of the BASW or MSW Program.

1. C. Mutual Indemnification

SJSU shall indemnify, defend, and hold harmless Facility, its officers, agents and employees from any claim, liability, loss, injury or damage arising out of the performance of this Agreement by

SJSU and/or its agents, employees or subcontractors, excepting only loss, injury or damage caused by the negligence or willful misconduct of personnel employed by the Facility. SJSU shall reimburse Facility for all costs, attorneys' fees, expenses and liabilities incurred with respect to any claim or litigation for which SJSU is obligated to indemnify, defend and hold harmless Facility under this Agreement.

Facility shall indemnify, defend and hold harmless SJSU, its officers, agents and employees from any claim, liability, loss, injury or damage arising out of the performance of this Agreement by Facility and/or its agents, employees, subcontractors, excepting only loss, injury or damage caused by the negligence or willful misconduct of personnel employed by the SJSU. Facility shall reimburse SJSU for all costs, attorneys' fees, expenses and liabilities incurred with respect to any claim or litigation for which Facility is obligated to indemnify, defend and hold harmless SJSU under this Agreement.

The parties shall cooperate with each other in the investigation and disposition of any claim arising out of the activities of this Agreement, provided that nothing shall require either party to disclose any documents, records or communications which are protected under the peer review privilege, the attorney-client privilege or the attorney work-product privilege. The provisions of this section shall survive the termination of this Agreement.

D. Insurance

Without limiting the indemnification of either party to this Agreement, each party shall maintain or cause to be maintained the following insurance coverage: (i) a policy of commercial general liability with limits of liability not less than two million dollars (\$2,000,000) per occurrence and four million dollars (\$4,000,000) annual aggregate; (ii) a policy of workers' compensation providing statutory coverage; and (iii) such other insurance or self-insurance as shall be necessary to insure it against any claim or claims for damages arising under the Agreement. Insurance afforded by the commercial general liability policy shall be endorsed to provide coverage to the other party of the Agreement as an additional insured. Each party to this Agreement shall provide a Certificate of Insurance certifying that coverage as required herein has been obtained. The requirements of this section may be satisfied by the provision of similar coverage through a self-insurance program.

E. Whole Agreement and Amendments. This Agreement contains the entire agreement between the Parties and shall not be modified, amended or supplemented, or any rights herein waived, unless such amendment or modification to this Agreement is (i) in writing; (ii) refers to this Agreement; and (iii) executed by an authorized representative of each Party. This Agreement supersedes any and all previous agreements, whether written or oral, between the Parties.

IN WITNESS WHEREOF, by signing below, each Party acknowledges its agreement with the terms and conditions of this Agreement and each signatory represents and warrants that he/she is authorized to sign on behalf of and to bind his/her Party to all of the terms and conditions of this Agreement.

FACILITY

Agency Name County of Monterey

Authorized Signature _____

Print Name Lori A. Medina

Title Director of Department of Social Services

Date _____

County Counsel *Anne Brenton*
Date 3/22/2023 | 5:18 PM PDT

Risk Management *[Signature]*
Date 3/23/2023 | 8:44 AM PDT

Auditor/Controller *Jennifer Forsyth*
Date 3/23/2023 | 11:50 AM PDT

SAN JOSE STATE UNIVERSITY, STRATEGIC SOURCING

San José State University

Authorized Signature *[Signature]*

Print Name Alan Kong

Title Contract Specialist

Date 3/22/2023 | 4:12 PM PDT