

MEMORANDUM OF UNDERSTANDING
BETWEEN

Loyola Marymount University, Los Angeles- Counseling Program

AND

CENTINELA VALLEY UNION HIGH SCHOOL DISTRICT

This Memorandum of Understanding, referred to as the "Agreement," is entered into by and between the University, Institution, or Graduate Program referred to as the "Institution", and Centinela Valley Union High School District referred to as the "Organization."

This agreement pertains to a Practicum/Traineeship Program at the Organization, wherein students in Counseling will obtain fieldwork experience under supervision by credentialed practitioners as part of their counseling training program. Students in this Fieldwork Program may be referred to as "Trainees", as suits their level of training and experience.

WHEREAS, the Institution has counseling training opportunities available in the School of Education program and

WHEREAS, counseling experience is a required and integral component of the Institution's Counseling curriculum; and

WHEREAS, the Institution desires the cooperation of the Organization in the development and implementation of the fieldwork experience phase of its Counseling curriculum; and

WHEREAS, the Organization recognizes its professional opportunity and responsibility to participate in the education of Counseling students; and

WHEREAS, the Organization wishes to join the Institution in development and implementation of counseling experience for Counseling students;

NOW, THEREFORE, in consideration of the mutual agreements set forth therein, the Institution and the Organization enter into this Agreement on the terms and conditions set forth below.

The Institution and the Organization mutually agree:

1. To establish the educational objectives for the counseling experience, devise methods for their implementation and continually evaluate to determine the effectiveness of the counseling experience. Through the counseling experience, the trainee will provide the Institution 200-400 hours of counseling services per academic semester.
2. To make no unlawful distinction among trainees covered by this Agreement on the basis of race, color, sex, creed, age, handicap or national origin. For the purpose of this Agreement, unlawful distinctions on the grounds of race, color, sex, creed, age, or national origin include, but are not limited to the following: unlawfully denying an

trainee any service or benefit or availability or a Organization; unlawfully providing any service or benefit to an trainee which is different or is provided in a different matter or at a different time from that provided to other trainees under this Agreement; unlawfully subjecting an trainee to segregation or separate treatment in any matter related to receipt of any advantage or privilege enjoyed by others in determining whether they satisfy any admission, enrollment, quota, eligibility, membership or any other requirement or condition which individuals must meet in order to be provided any service or benefit.

3. The Institution agrees to select and assign students to the Organization for training. The Organization reserves the right to interview any trainee selected by the Institution prior to accepting that trainee for training. Subject to the foregoing, Trainees selected for assignment shall be assigned to the Organization for a period of time mutually determined in advance by the parties, which may be altered by either party, with consideration given to the counseling staff and space availability.

The Institution agrees:

1. To designate a Liaison or Director, hereinafter referred to as " Fieldwork and Community Outreach Liaison" to administer the Institution's responsibilities related to the counseling program. Also to designate a Counseling Faculty, hereinafter referred to as "Academic Coordinator".
2. To assume responsibility for assuring compliance with the educational standards established by the California Board of Behavioral Sciences, the California Commission on Teacher Credentialing and/or any other relevant authority.
3. To establish and maintain ongoing communication between the Academic Coordinator, and the Training Coordinator of the Organization on items pertinent to Counseling education and counseling supervision. The Fieldwork and Community Outreach Liaison will arrange on-site visits at the Organization when feasible upon request.
4. To coordinate with the Training Coordinator and the Organization, at the time mutually agreed upon, about the trainee assignments, including the name of the students, level of academic preparation, and length and dates of the counseling experiences.
5. To refer to the Organization only those trainees who have satisfactorily completed the prerequisite didactic portion of the curriculum.
6. To direct the assigned trainee to comply with the existing pertinent rules and regulations of the Organization and all reasonable directions given by qualified Organization personnel.
7. Trainees should be in good physical health to complete fieldwork and must be screened for TB. The students will arrange for testing at their expense and provide results to the Organization before commencement of training.
8. To establish in print that the assigned trainee will secure appropriate professional liability insurance either through a certificate of insurance provided by the institution or through purchase of individual professional liability insurance. All trainees will be covered by professional

liability insurance, and will bring to the Traineeship Program written evidence of this coverage.

9. To supply the Training Coordinator at the Organization with the appropriate forms to be used in evaluating the performance of the assigned trainee.
10. To have the trainee provide, prior to the commencement of the trainee assignment, such confidential information as may be required by the Organization or deemed necessary for the training and guidance of the trainee.
11. Trainees will be bound by all agency confidentiality policies and procedures, and all applicable Federal, State, and local laws and ordinances concerning the confidentiality of patient and trainee records.
12. The Institution will provide weekly counseling supervision by the Academic Coordinator during the time the students are in training. Supervision will occur at the Institution.
13. Students will be required to submit to a Live Scan background check at the expense of the Organization and Organization will provide students with a list of locations to receive the Live Scan. All results will be forwarded directly to the Organization for review.
14. On the occasion that the Organization does not provide the trainee forms to obtain consent from parents to provide students counseling and/or recording of sessions, the Institution will provide forms, which have been reviewed by the Institution's legal counsel.

The Organization agrees:

1. To provide the physical facilities and equipment necessary to conduct the counseling experience.
2. To provide the counseling supervisor space within the Organization to supervise, plan and implement the counseling experience.
3. To support the trainee in the visual recording of 5-15 minute video clips of five distinct one to one or group counseling sessions per semester. The Organization and the trainee will determine the type of counseling that will be recorded. The camera may be pointed at the trainee during the entire taping, rendering only an audio taping of the students/clients.
4. To designate a training coordinator who will serve as the official supervisor and will be responsible for organizing and coordinating the supervision of the trainees. The Training Coordinator will be an individual who has held a valid Pupil Services Credential for a minimum of two years. Coordinating includes the planning and implementation of the counseling experience in addition to reviewing a minimum of two counseling video-taped sessions provided by the trainee.
5. The training coordinator will meet with the trainees for at least 1 scheduled hour per week.

6. To assume responsibility for assuring compliance with the supervision standards and all other requirements for training of trainees in traineeships, or field of placement of any kind as established by the Commission on Teacher Credentialing or other regulatory authority.
7. To advise the Institution of any changes in personnel, operation or policies that may affect experiences.
8. To determine the number of trainees, which it can accommodate during a given period of time.
9. To inform the trainee of the Organization's requirements for acceptance, i.e., health status, etc.
10. To provide the assigned trainee with a copy of the Organization's existing pertinent rules and regulations with which the trainee is expected to comply.
11. To make available, whenever possible, emergency health care for the assigned trainee. (The trainee will otherwise be responsible for his or her own health care, including maintaining his or her own medical insurance.)
12. To evaluate the performance of the assigned trainee on a regular basis using the evaluation form supplied by the Institution. (The completed evaluation will be forwarded to the Institution in a timely manner prior to the conclusion of the trainee's or trainee's clinical experience, and afterward, if applicable.)
13. To advise the Institution at least by midterm, of any serious deficiency noted in the ability of an assigned trainee to progress toward achievement of the stated objectives of the counseling experience. It will then be the mutual responsibilities of the assigned trainee, the Training Coordinator, Counseling Supervisor(s) at the site(s), and the Academic Coordinator to devise a plan by which the trainee may be assisted to achieve the stated objectives.
14. To have the right to terminate any trainee whose health, as permitted by law, or performance, is a detriment to patient well-being or to achievement of stated objectives of the counseling experience after conferring with the Academic Coordinator and Fieldwork and Community Outreach Liaison.
15. To support continuing education and professional growth and development of those staff who are responsible for trainee supervision.
16. To restrict access by trainees to any patient or client records except in the course of the Traineeship duties. Trainees will be bound by all Organization confidentiality policies and procedures, and all applicable Federal, State, and local laws and ordinances concerning the confidentiality of patient and trainee/trainee records.
17. To comply with the Federal, State, and local laws and ordinances concerning human subject research if trainees participate in a research program.

Confidentiality of Educational Records

- A. Institution Student Records. The Organization understands that the educational records of the Institution students assigned to the Organization are protected by the Family Educational Rights and Privacy Act ("FERPA"), at 20 U.S.C. §1232g. The Parties agree to comply with the requirements of FERPA and its implementing regulations at 34 C.F.R. Part 99. As a result of this Agreement, the Organization is considered to be a school official of the Institution. The Organization agrees to protect the privacy of educational records concerning any Institution student assigned to the Organization under title Agreement, and will not transmit, share or disclose any such records without the student's written consent, except to other school officials of the Institution who have a legitimate education interest in the records.
- B. Organization Student Records. Institution shall advise its students assigned to the Program at the Organization that such students shall be subject to the Organization's policies respecting confidentiality of Organization's student information. No Institution employee, Institution student, representative or agent shall have access to or have the right to review any Organization student record, including, without implied limitation, medical records, except where necessary in the regular course of the Program. The discussion, transmission or narration in any form by Institution students, Institution employees, representatives or agents of any Organization student information of a personal nature, medical or otherwise, obtained in the regular course of the Program is forbidden, except as a necessary part of the Program and not prohibited by law. The Organization shall not grant the Institution's students assigned to the Program at the Organization access to individually identifiable student information unless the student's parent or guardian has first given written consent using a form approved by the Organization that complies with applicable state and federal laws, including FERPA and the Health Insurance Portability and Accountability Act ("HIPAA") and HIPAA implementing regulations at 45 C.F.R. § 160.103 ("HIPAA Regulations"). For purposes of this Agreement, Institution students assigned to the Program at the Organization are trainees and shall be considered members of the centers "workforce" as HIPAA and HIPAA Regulations define that term.

Non-Discrimination

The parties acknowledge that all Institution students assigned to the Program at the Organization shall be selected without discrimination on account of race, color, religion, national origin, ancestry, disability, marital status, gender, gender identity, sexual orientation, age or veteran status, or any other basis prohibited by law.

Indemnification

- A. The Institution agrees to indemnify, defend, and hold harmless the Organization and its elected and appointed governing board members, officers, agents, and employees, against all claims, demands, damages, costs, expenses of whatever nature, including court costs and reasonable attorneys' fees,

arising out of or resulting from the sole negligent acts or omissions or willful misconduct of the Institution or the Institutions students, officers, employees, agents and/or representatives arising out of or in connection with the performance of this Agreement, or in proportion to the comparative fault of Institution or the Institutions students, officers, employees, agents and/or representatives. The Institutions obligation to indemnity shall not be restricted to insurance proceeds, if any, received by the Organization, its elected and appointed governing board members, officers, agents, and employees.

- B. The Organization agrees to indemnify, defend, and hold harmless the Institution and its directors, trustees, officers, agents, and employees, against all claims, demands, damages, costs, expenses of whatever nature, including court costs and reasonable attorneys' fees, arising out of or resulting from the sole negligent acts or omissions or willful misconduct of the Organization's officers, employees, agents and/or representatives arising out of or in connection with the performance of this Agreement, or in proportion to the comparative fault of the Organization's officers, employees, agents and/or representatives. The Organization's obligation to indemnity shall not be restricted to insurance proceeds, if any, received by the Institution, its affiliates, directors, trustees, officers, agents, and employees.

General Terms And Conditions

1. The parties hereto agree that the Institution's trainees are fulfilling specific requirements for counseling experiences as part of a certificate or degree requirement, and therefore the Institution's trainees are not to be considered employees of either the Institution or the Facility for any purposes, including Worker's Compensation, employee benefit programs, or any other purpose. Trainees will receive no salary, wages, or benefits for the services they provide during this Practicum/Traineeship Program. However, there are some categories of trainees that may be eligible to receive an educational stipend. Receipt of an educational stipend does not imply any type of employment.
2. The Organization's Training Coordinator may complete and sign training agreement documents that are submitted by the Institution that specify trainees' or trainees' planned educational/traineeship program details. Completion of these training agreement documents is for informational purposes only. The Memorandum of Understanding between the Institution and the Organization shall be the governing legal document between the parties.
3. The parties hereto shall indemnify and hold each other harmless from any and all claims, losses, damages or injuries to persons or property, and all costs, expenses and attorney's fees incurred in connection therewith, caused by the negligence or intentional acts of the indemnifying party, its agents or employees and arising out of performance of this Agreement.
4. Each Party shall maintain throughout the Term of this Agreement general liability, sexual abuse and molestation liability, professional liability, automobile liability, workers' compensation, and such other insurance as is necessary to protect against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of this Agreement by such Party. All such insurance shall be equivalent to coverage offered by a

commercial general liability form, including, without implied limitation, personal injury and contractual liability coverage for the performance by the insured Party of the indemnity provisions set forth in this Agreement, and shall include endorsements naming the other Party as additional insured. Each Party shall upon request provide the other Party a certificate of insurance satisfactory to the requesting Party, which shall include originals of the endorsements that name the other Party as an additional insured. Each Party, at its sole option, may satisfy all or any portion of the general liability insurance requirement through a program of self-insurance, commercial insurance, or any combination thereof.

5. This Agreement shall be effective for a period of three years from the date of signature when executed by both parties. This agreement will automatically renew unless otherwise indicated in writing by one of the parties at least thirty (30) days prior to the end of the term.
6. This Agreement may be revised or modified by written amendment when both parties agree to such amendment.
7. Notice given or required to be given under this Agreement may be given by personal delivery, facsimile, overnight air express or certified United States mail, return receipt requested. Notice shall be deemed to occur either (a) upon actual receipt, if the notice is by personal delivery facsimile or overnight air express or (b) five (5) business days after mailing, if the notice is by certified United States mail, return receipt requested.

Notice to the Institution shall be scanned and emailed to Marla Dietz at:
Marla.Dietz@lmu.edu

In the matter that an original hard copy is requested, the document will be mailed as follows:

Marla Dietz, MA, LPCC, PPS
Counseling Fieldwork & Community Outreach Liaison
Loyola Marymount University
1 LMU Drive, University Hall Suite 1500
Los Angeles, CA 90045
Phone: (310) 338-4459

Notice to the Facility shall be scanned and emailed to Dr. Stephen Nellman c/o Alma Noyola at:
noyolaa@centinela.k12.ca.us

In the matter that an original hard copy is requested, the document will be mailed as follows:

Dr. Stephen Nellman, Assistant Superintendent, Human Resources
14901 South Inglewoor Avenue
Lawndale, CA 90260

If either party wishes to terminate this Agreement prior to the end of its normal term, thirty (30) days written notice shall be given to the other party. However, in the case of material breach of this agreement by either party, the Facility and the Institution both have the right to terminate this Memorandum of Understanding immediately.

FOR THE INSTITUTION

By: _____
Marla Dietz, MA, LPCC, PPS
Fieldwork and Community Outreach Liaison, Counseling Program

Date

By: _____
Timothy P. Chang, Associate Dean for Business Services

Date

By: _____
Thomas, O. Fleming, Jr. Senior Vice President and CFO

Date

FOR THE ORGANIZATION

By: _____
Dr. Stephen Nellman, Assistant Superintendent, H.R.

Date