

PRACTICUM LEARNING AFFILIATION AGREEMENT

AGREEMENT dates as of July 1, 2025, between the **School of Social Work of Columbia University**, 1255 Amsterdam Avenue, New York, NY 10027 (the "University") and **Mountain View Whisman School District** (the "Agency").

1. Field Work Experience for Students

The Agency will afford learning opportunities through an educational program of field work experience and practice to students of the University's School of Social Work as described in this Agreement. The number of students to participate in the program shall be determined by agreement between the University and the Agency from time to time. The Agency shall inform the University and students participating in the program of its rules and regulations, and students shall be subject to such rules and regulations while at the Agency. The Agency reserves the right to request withdrawal of any student whose performance proves unacceptable.

2. University Obligations

a) In accordance with University policy, the University shall: (I) be responsible for the students' health care and (II) obtain liability insurance covering the students. At least two weeks before the start of the field program, the University will provide the Agency with names of, and other required data concerning the students participating in the program for that semester.

b) The University will assign a faculty member as Advisor for the program who will act as liaison among the students, the University, and the Agency. The Advisor will assist in evaluating field work experiences of the students and will: (I) plan for the educational experiences of the students; (II) interpret the educational goals and students' needs as they relate to particular field work experience provided hereunder; (III) provide field work instruction and off site supervision of the students; and (IV) guide and evaluate the experience and practice of students in the program through individual and group conferences with students and social work faculty.

c) The University will provide opportunities for the Agency's representatives to

participate with University representatives in the general planning and evaluation of the field work experiences and practice afforded the students.

- d) University will collaborate or consult with Agency's District and site administration and Site Supervisors through meetings, telephone calls, and/or e-mail.
- di) University will immediately notify appropriate Agency District and site administration if University administration has knowledge of or suspects any professional or ethical violations by a fieldwork candidate in the school placed at Agency.

3. Agency Obligations

a) The Agency will provide field work experience and practice for the students participating in the program and will participate and cooperate in the educational guidance of such students.

b) The Agency will assign a senior social worker or other person employed in a supervisory capacity to act as liaison among the students, the University, and the Agency.

c) The Agency will: (I) plan for, and assist with, the orientation of students and University faculty representatives to the Agency and the program; (II) assist in the selection and the assignment of field work experiences and practice to be afforded the students; and (III) provide learning opportunities to be afforded the students with consideration of the individual needs and progress of individual students.

d) The Agency will participate in the educational guidance of students including field work supervision and evaluation of student performance.

- e) The Agency at its sole discretion may refuse to accept any university student assigned to the Agency, and may request termination of the assignment of any previously assigned student.

4. FIELDWORK CANDIDATE DUTIES ENFORCED BY UNIVERSITY

University will take steps consistent with its standard internal procedures to ensure that credential candidates:

- a) All candidates will obtain at their sole expense a "Certificate of Clearance," which includes a complete Live Scan Service as required by California Education Code Section 44320 (b), and will submit proof directly to Agency.
- b) All candidates will have appropriate TB and fingerprinting clearance in alignment with state regulations, and will submit proof directly to Agency.
- c) All candidates will participate in training on state laws regarding child abuse reporting, sexual harassment and professional conduct as directed by Agency.
- d) Prior to beginning fieldwork, candidates will complete the required coursework.

5. Term

This agreement shall be in effect from the date hereof until June 30, 2026, and thereafter for successive 12-month periods unless and until terminated effective at the end of any semester by written notice given by either party to the other not later than 60 days prior to the beginning of the next semester.

6. LIABILITY INSURANCE

The University and the Agency shall each keep in full force and effect, during the term of this Agreement, insurance to meet their respective obligations and liabilities hereunder and such insurance shall include but not be limited to the following:

- Commercial General Liability that insure against all claims of bodily injury, property damage, personal injury, death, advertising injury, and medical payments with limits not less than \$2,000,000 each occurrence/\$4,000,000 in the aggregate
- Professional Liability (Errors and Omissions) with limits not less than \$1,000,000 each occurrence/\$2,000,000 general aggregate

District and University shall each cause to be issued to the other evidence of such insurance prior to the commencement of this Agreement and annually thereafter.

7. INDEMNIFICATION

The University agrees to hold harmless and indemnify the Agency, its trustees, officers, employees, agents and independent contractors from and against all expenses, claims, liabilities,

penalties, losses, fines, attorney's fees and judgments arising out of injury or disability to any person of any nature, including death, or damage or loss of property of any nature, arising out of the negligent or willful misconduct of any student or faculty member of the University under this Agreement, except such indemnity will not apply to the extent the activity in question is performed at the direction or under the supervision of the Agency.

Agency shall defend, indemnify and hold University, its officials, employees and agents, harmless from and against any and all liability, loss, expense, attorneys' fees, or claims for injury or damage arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of Agency, its officials, agents, or employees.

8. ADDITIONAL PROVISIONS

- a) Nothing contained in this Agreement shall be deemed or construed to create a joint venture, partnership, principal-agent or employment relationship between the parties and neither party shall have the authority to bind the other party for any purpose.
- b) This Agreement and the rights and obligations of the parties shall be governed and construed by the laws of the State of California.
- c) To the extent that any party to this Agreement discloses any confidential information to any other party hereto in connection with the relationships contemplated hereunder, the parties agree during the term of this Agreement (and all renewals thereof) and for a period of two (2) years thereafter to use reasonable efforts to protect, maintain as confidential, and not disclose, any such confidential information of any other party. Notwithstanding the foregoing, a disclosure by one Party of the other Party's confidential information as required by law in response to a court order or to comply with applicable state and/or federal laws and regulations shall not be considered to be a breach of this Agreement by the disclosing Party. Further, Agency understands and agrees that University, as a state entity, is legally mandated to provide records in response to a request for records under the California Public Records Act (Cal. Gov't Code section 6250 et seq.) to any and all parties that request such records, unless such information falls under an exemption under California law.

- d) This Agreement supersedes all prior and contemporaneous agreements and understandings between the parties, both oral and written, with respect to its subject matter and constitutes the complete agreement and understanding between the parties, unless modified in a writing executed by both parties.
- e) If any provision of this Agreement is determined to be invalid or unenforceable, that provision shall be amended to achieve as nearly as possible the same effect as the original provision, and the remainder of this Agreement shall remain in full force and effect.
- f) No delay or failure by either party to act in the event of a breach or default hereunder shall be construed as a waiver of that or any succeeding breach or a waiver of the provision itself.
- g) This Agreement may be executed in any number of counterparts, each of which shall be an original as against any party whose signature appears and all of which together shall constitute one and the same instrument.
- h) The University and the District shall each maintain workers' compensation coverage applicable to their respective employees.

IN WITNESS WHEREOF, the parties hereto have set their hands as of the day and year first above written.

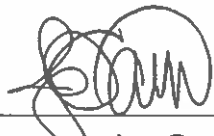
SCHOOL OF SOCIAL WORK
OF COLUMBIA UNIVERSITY

BY



Richard T. Hara, PHD, MSSW
Senior Associate Dean for MSW Education
Office of Practicum Learning
School of Social Work

MOUNTAIN VIEW WHISMAN SCHOOL DISTRICT
(Name of Agency)

BY 
Name: JEFFREY BAIER
Title: SUPERINTENDENT