

**Field Education Program** 2148 South High Street Denver, CO 80208 <a href="https://www.du.edu/socialwork">www.du.edu/socialwork</a>

Phone: 303.871.2844 Email: field@du.edu

## University of Denver throuogh its Graduate School of Social Work Agency Agreement

The University of Denver ("University") through its Graduate School of Social Work ("School") and San Bernardino County ("Agency") mutually agree that Agency will provide a field placement for educational and on-the-job training experiences that would be beneficial to graduate social work students of School.

This Agreement will become effective on the date last signed below ("Effective Date") and will remain in effect for the period of one year. The term of this Agreement may be extended by mutual written agreement, signed by the parties. Any termination by Agency shall not be effective, at the election of School, as to any student participating in the educational and on-the-job training experience under this Agreement until said student has completed the experience, not to exceed the then-current academic term of five (5) months.

During this period of time, Agency and School will mutually agree on the student assignments and accepted level of academic preparation required for each student.

Agency and School mutually agree to follow the standards and guidelines of field instruction as outlined in the prevailing Field Manual of the University of Denver Graduate School of Social Work, incorporated into this Agreement by reference. The Field Manual is updated each academic year on School's website:

https://du.digication.com/agency-portfolio/field-manual-and-policies.
Updates will become effective as soon as the Field Manual is published on the website. If there are any material changes to the Field Manual impacting Agency, School will notify Agency by email prior to the change being published and becoming effective. Agency's acceptance of students for field placement constitutes Agency's agreement to be bound by changes to the Field Manual.

Each party agrees that, for the purposes of this Agreement only, no student in the educational or onthe-job training experience will be deemed to be an employee of School or Agency. Each party agrees that the students will be in a learning situation and that the primary purpose of the placement is for the students' learning. It is further understood that the student shall not at any time replace or substitute for any Agency employee.

Agency shall keep confidential any student records obtained or created by Agency in accordance with the requirements of the Family Education Rights and Privacy Act (20 U.S.C. § 1232 g) ("FERPA") and the rules and regulations promulgated thereunder and the School's FERPA policy at <a href="https://www.du.edu/registrar/privacy/index.html">https://www.du.edu/registrar/privacy/index.html</a>.

Each party agrees to comply, at its own expense, with the provisions of all state, local, federal and tribal laws, regulations, ordinances, requirements and codes which are applicable to this Agreement.

Without limiting any liabilities or any other obligation of Agency, Agency shall maintain the minimum insurance coverage below, as applicable:

- 1. Commercial General Liability with minimum limits of \$1,000,000 per occurrence and \$2,000,000 aggregate.
- 2. Workers' Compensation insurance with statutory amounts as required by law. Agency agrees to adhere to all state Workers' Compensation laws applicable to internships. In the case of unpaid internships, University will provide Workers' Compensation in accordance with

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- applicable state law.
- 3. Professional Liability insurance appropriate to Agency's profession with minimum limits of \$1,000,000 per occurrence or claim and \$3,000,000 aggregate.
- 4. Automobile Liability insurance with a minimum of \$1,000,000 combined single limit (applicable only if Agency is requiring student to drive as part of the duties of the internship).

Certificates of Insurance (COIs) acceptable to University shall be issued and delivered prior to the commencement of the services defined in this Agreement. Failure on the part of Agency to meet and maintain these requirements for the duration of the Agreement shall constitute a material breach of contract, upon which University may immediately terminate this Agreement.

Nothing contained in this Agreement shall be construed to create a joint venture, partnership, agent or employment relationship between School and Agency.

Neither party has the authority to act for the other party or to bind the other party in any respect whatsoever, or to incur any debts or liabilities in the name of or on behalf of the other party.

The parties agree that in the performance of this Agreement there will be no discrimination against students, employees, or other persons related to race, color, sex, religion, creed, age, national origin, sexual orientation, disability, gender expression, gender identity, genetic background, veteran status or marital status.

This Agreement shall be governed by and construed according to the laws of the State of California. The parties agree that the venue of any action or claim brought by any party to this Agreement will be the Superior Court of California, San Bernardino County, San Bernardino District.

The person signing for each party below represents that they have the proper signature authority to bind their respective party to the terms of this Agreement.

This Agreement may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same Agreement. The parties shall be entitled to sign and transmit an electronic signature of this Agreement (whether by facsimile, PDF or other email transmission), which signature shall be binding on the party whose name is contained therein. Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed Agreement upon request.

School	OL: niversity of Denver through its Graduate of Social Work c, CO 80208-0274	AGENC Name: Address	Y: San Bernardino County : 150 S. Lena Road San Bernardino, CA 92415-0515
Name: Title:	Kate Ross Assistant Dean for Field Education and Community Partnerships		Dawn Rowe Chair, Board of Supervisors
Signatu Date: 7	DocuSigned by:  ### DocuSigned by:  ###################################	Signatu Date: _	re:

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