

MEMORANDUM OF UNDERSTANDING
BETWEEN

LOYOLA MARYMOUNT UNIVERSITY, LOS ANGELES- COUNSELING PROGRAM

AND

WILLIAM S. HART 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 William S. Hart 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, religious creed (including religious dress and grooming practices), color, national origin (including language and language use restrictions), ancestry, disability (mental and physical) including HIV and AIDS, legally protected medical condition

(cancer-related or genetic characteristics), denial of Family and Medical Care Leave, marital status, sex (including pregnancy, childbirth, breastfeeding or related medical condition), gender, gender identity, gender expression, age 40 or over, military or veteran status, sexual orientation, genetic information or any other bases protected by federal (including but not limited to Title VI and Title VII of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990), state or local law. For the purpose of this Agreement, unlawful distinctions on the above-described characteristics 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 audiotaping 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 videotaped sessions provided by the trainee.

5. The training coordinator will meet with the trainees for at least one 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.
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.

Reporting Obligations:

The parties recognize that when an LMU student shares that the LMU student has experienced sexual harassment, sexual or interpersonal misconduct (defined in Appendix "A"), the University has certain responsibilities it must fulfill in order to comply, as the case may be, with Title IX, the Violence Against Women Act, the Clery Act, and other relevant federal, state, or local laws. The parties agree to the following procedures through which The Organization will transmit reports of sexual or interpersonal misconduct it receives from an LMU student to the University.

The Organization will report immediately or as soon as practicably possible to University all reports of sexual or interpersonal misconduct received by an employee or agent of the Organization asserting that an LMU student experienced sexual harassment, sexual or interpersonal misconduct – regardless of whether the LMU student was an LMU student of record at the time the asserted sexual harassment, sexual or interpersonal misconduct was reported or occurred. The Organization will report the following information as soon as is practicable to the University's Title IX Coordinator at (310) 568-6105 or, if after regular business hours (Monday-Friday, 8:00 am-5:00 pm) to the Department of Public Safety at (310) 338-2893.

Such reports will include:

- the name, telephone number, e-mail address and residence address of the corps member/LMU student who reported that they experienced sexual or interpersonal misconduct;
- the name and contact information, if known, of the individual who allegedly engaged in the sexual or interpersonal misconduct, if known; and
- description of the incident of sexual or interpersonal misconduct, including location, date and time.

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 the basis of race, religious creed (including religious dress and grooming practices), color, national origin (including language and language use restrictions), ancestry, disability (mental and physical) including HIV and AIDS, legally protected medical condition (cancer-related or genetic characteristics), denial of Family and Medical Care Leave, marital status, sex (including pregnancy, childbirth, breastfeeding or related medical condition), gender, gender identity, gender expression, age 40 or over, military or veteran status, sexual orientation, genetic information or any other bases protected by federal (including but not limited to Title VI and Title VII of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990), state or local 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 indemnify 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 indemnify 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

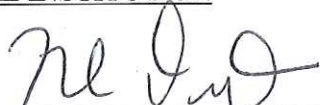
Notice to the Facility shall be scanned and emailed to Michael Vierra at: mvierra@hartsdistrict.org

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

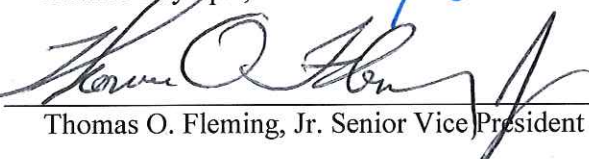
Dr. Michael Vierra
Assistant Superintendent, Human Resources
William S. Hart Union High School District
21380 Centre Point Way
Santa Clarita, CA 91350

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:  2/25/19
Marla Dietz, MA, LPCC, PPS Date
Fieldwork and Community Outreach Liaison, Counseling Program

By:  25 FEB 2019
Ramiro Euryoque, Associate Dean for Business Services Date

By:  2/26/19
Thomas O. Fleming, Jr. Senior Vice President and CFO Date

FOR THE ORGANIZATION

By: _____ Date
Michael Vierra, Ph.D., Assistant Superintendent, HR

APPENDIX "A"

DEFINITIONS:

"Consent" is defined as the unambiguous and willing participation or cooperation in act, behavior or attitude that is commonly understood to be consistent with the exercise of free will. It is the responsibility of each person involved in the sexual activity to ensure that he or she has the affirmative consent of the other(s) to engage in the sexual activity. Consent requires participants who are lawful adults, fully conscious, equally free and legally competent to act, have clearly communicated their willingness, cooperation, or permission to participate in the specific sexual activity engaged in, are positive and clear about their desires, and are able to cease ongoing consensual activity at any time. Refusal to consent does not have to be verbal; it can be expressed with clear gestures, body language or attitude. Lack of protest or resistance does not mean consent, nor does silence mean consent. Prior sexual history between the complainant and respondent, by itself, does not constitute consent, nor does consenting to sexual activity with one person imply consent to sexual activity with another person.

Consent is not freely given if:

1. It is obtained through the use of force, through the fear of or the threat of force, through the abuse of a power positions over another (such as employment status or position within an organization) or by kidnap; or
2. A reasonable person in the position of the alleged perpetrator at the time the alleged conduct occurred should have known that the other person was unable to give consent for any of the following reasons:
 - a. The individual is unable to make an informed decision as a result of the use of alcohol, drugs or other substances (including but not limited to predatory drugs or prescribed medications);
 - b. The individual is unable to consciously respond for whatever reason including lack of consciousness, sleep, illness or shock;
 - c. The individual is under the age of eighteen and therefore legally incapable of giving consent; or
 - d. The individual is known by reason of impairment, mental condition or developmental or physical disability to be reasonably unable to consent.
3. The individual has acted or spoken in a manner which expresses a lack of consent or a refusal to consent.

The following are invalid excuses for failing to obtain affirmative consent from the Complainant:

1. The responding party's belief in affirmative consent arose from the intoxication or recklessness of the responding party; or
2. The responding party did not take reasonable steps, in the circumstances known to the responding party at the time, to ascertain whether the complaining party affirmatively consented.

"Sexual Misconduct" is defined as Sexual Assault, Sexual Exploitation, Interpersonal Misconduct, or the act of making sexual contact with the intimate body part of another person without that

person's consent including as the result of sexual coercion. Intimate body parts include the sexual organs, the anus, the groin or buttocks of any person, and the breasts. Student-on-student sexual misconduct also includes sexual harassment.

“Sexual Assault” is defined to include engaging in sexual intercourse or any of the sexual activities listed below with another person without that person's consent. Sexual Assault includes, but is not limited to, rape, sexual battery, anal intercourse, oral copulation or penetration of a body cavity by a foreign object. Sexual intercourse includes the penetration, however slight, of the vagina or anus with any object or body part and of the mouth with a body part or any object in a sexual manner.

“Sexual exploitation” is sexual misconduct that occurs when a person takes unjust or abusive sexual advantage of another for his or her benefit or for the benefit of anyone other than the exploited party; and that behavior does not otherwise constitute sexual assault. Examples of sexual exploitation include, but are not limited to, invasion of sexual privacy, audio or video recording or photographing of any type (webcam, camera, Internet exposure, *etc.*) without knowledge and consent of all persons; going beyond the boundaries of consent (such as letting another person hide and watch you have consensual sex without the knowledge of the other party), engaging in unconsented voyeurism, exposing one's genitals in non-consensual circumstances; coercing another against their will to expose their genitals or breasts, and prostituting another person.

“Interpersonal Misconduct” includes Dating Violence, Domestic Violence and Stalking, as defined below

“Dating Violence” is defined in accordance with the reauthorization of the Violence Against Women Act, as violence committed by a person:

1. Who is or has been in a social relationship of a romantic or intimate nature with the victim; and
2. Where the existence of such a relationship shall be determined based on the complaining party's statement with consideration of the following factors:
 - a. The length of the relationship
 - b. The type of the relationship
 - c. The frequency of interaction between the persons involved in the relationship.
3. Dating Violence includes, but is not limited to, sexual or physical abuse or threat of such abuse.

Dating violence does not include acts covered under the definition of domestic violence.

“Domestic Violence” is defined in accordance with the reauthorization of the Violence Against Women Act as a felony or misdemeanor crime of violence committed by a current or former spouse or intimate partner of the victim, by a person with whom the victim shares a child in common, by a person who is cohabitating with or has cohabited with the victim as a spouse or intimate partner, by a person similarly situated to a spouse of the victim under California law, or by any other person against an adult or youth victim who is

protected from that person's acts under California law.

"Stalking" is defined in accordance with the reauthorization of the Violence Against Women Act as engaging in a course of conduct directed at a specific person(s) that would cause a reasonable person to fear for his or her safety or the safety of others; or suffer substantial emotional distress.

For the purposes of this definition "course of conduct" means two or more acts, including, but not limited to, acts in which the stalker directly, indirectly or through third parties, by any action, method, device or means, follows, monitors, observes, surveils, threatens or communicates to or about a person, or interferes with a person's property.

For the purposes of this definition "substantial emotional distress" means significant mental suffering or anguish that may, but does not necessarily, require medical or other professional treatment or counseling.

"Sexual Harassment" for the purposes of this policy is defined as unwelcome conduct of a sexual nature, including unwelcome sexual advances, requests for sexual favors, and other verbal, non-verbal, physical or visual conduct by a person of either the same or opposite sex where:

- submission to or rejection of the conduct is made either an explicit or implicit condition of academic achievement and/or employment;
- submission to or rejection of the conduct is used as the basis for an academic and/or employment decision; or
- the conduct has the purpose or effect of unreasonably interfering with academic, or work performance or creating an intimidating, hostile, or offensive, living, academic, or work environment.