CALIFORNIA STATE UNIVERSITY
EAST BAY

CALIFORNIA STATE UNIVERSITY, EAST BAY
25800 Carlos Bee Blvd, Hayward, CA 94542
Credential Student Service Center
Telephone: (510) 885-2272

RECEIVED
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HUMAN RESOURCES

September 14, 2016

San Leandro Unified School District
Attn: Mike McLaughlin, Superintendent
835 E. 14th Street, Suite 200
San Leandro, CA 94577

RE: CSU, East Bay – Student Placement Agreement

Dear Mr. McLaughlin:

The Clinical School Counseling and/or School Psychology student placement agreement with your school district is set to expire on December 31, 2016. To allow placement of California State University East Bay students to continue their student placement experiences, the university has requested the opportunity for beginning the immediate renewal process for the agreement to be implement on January 1, 2017.

The renewal five (5) year terms for the student placement agreement starts January 1, 2017 to December 31, 2022.

Please forward two (2) copies of California State University, East Bay – Student Placement Agreement to the appropriate person for signature. One fully executed agreement will be returned to you for your files.

Return all copies of the agreement for final execution to:

CALIFORNIA STATE UNIVERSITY, EAST BAY
Credential Student Service Center
Attn: Sarah Arnett, Budget & MOU Coordinator
25800 Carlos Bee Blvd, AE235
Hayward, CA 94542

School Districts are required to complete the school board certification. Private facilities are required to provide a certificate of Insurance in returning your signed agreements to the University.

Thank you for your prompt attention to implementing the agreement. We look forward to a successful affiliation with your school. If you have any questions, please email me at sarah.arnett@csueastbay.edu.

Sincerely,

Sarah Arnett
Budget & MOU Coordinator
510- 885-2272
sarah.arnett@csueastbay.edu

CALIFORNIA STATE UNIVERSITY, EAST BAY

AGREEMENT FOR FURNISHING CLINICAL EXPERIENCE AND THE USE OF CLINICAL FACILITIES

THIS AGREEMENT, made and entered into this 14th day of September, 2016, by and between the Trustees of the California State UNIVERSITY, hereinafter called the "**TRUSTEES**", on behalf of California State UNIVERSITY, East Bay, hereinafter called the "**UNIVERSITY**", and **San Leandro Unified School District** herein after called the "**DISTRICT**".

W I T N E S S E T H

WHEREAS, **TRUSTEES** have approved a Clinical School Counseling and/or School Psychology Program for **UNIVERSITY** and such program requires clinical experience and the use of clinical facilities; and

WHEREAS, UNIVERSITY requires special facilities for the purpose of providing training and desires to supplement its Program through supplemental clinical experience in usage of facilities at **DISTRICT**; and

WHEREAS, DISTRICT has facilities and programs available to furnish such clinical experience, and as a community and professional service, is willing, under the terms and conditions hereinafter set forth, to allow **UNIVERSITY** to utilize its facilities for clinical experience of **UNIVERSITY** Program participants; and

WHEREAS, DISTRICT desires to maintain and improve its existing standards of **DISTRICT** care and medical education by affiliating with **UNIVERSITY** for the limited purposes of this agreement; and

WHEREAS, it is to the mutual benefit of the parties that students enrolled in the Program at the **UNIVERSITY** be afforded the opportunity to utilize the facilities of **DISTRICT** to supplement their learning experience;

THEREFORE, DISTRICT AND UNIVERSITY HEREBY MUTUALLY AGREE AS FOLLOWS:

I. Subject to such reasonable rules and regulations as **DISTRICT** shall from time to time adopt, **DISTRICT** shall:

A. Participate with **UNIVERSITY** in planning and implementing the clinical education of students;

B. Afford to each student designated in writing by **UNIVERSITY** pursuant to Section II hereof the opportunity to participate in those types of clinical training experiences which may be made available at **DISTRICT** that are agreed upon by **DISTRICT** and **UNIVERSITY**, and permit such students, as well as **UNIVERSITY** faculty, access to **DISTRICT** for such periods of time and for such clinical experiences as may from time to time be determined by **DISTRICT** and **UNIVERSITY**; provided, however, that the clinical experiences to be afforded hereby shall take place only at such times and places as to minimize interference with normal **DISTRICT** routine;

C. Provide facilities for the changing of uniforms and for the storage of clothing and personal effects, and allow students and instructors at their own expense to use cafeteria facilities and other facilities used by **DISTRICT** personnel, all to the extent that such space is available and as **DISTRICT** may agree from time to time;

D. Have the right to require the withdrawal from **DISTRICT** of any student who does not comply with the requirements of the program or the rules and regulations of the **DISTRICT**;

E. Designate lines of authority and communication for relations between **UNIVERSITY** faculty and **DISTRICT** personnel so as to carry out the purposes of the agreement;

F. Permit members of the staff of **DISTRICT** to participate in clinical experiences to be afforded to the students of **UNIVERSITY** on an advisory and consulting basis at such times and in such number as **DISTRICT** shall determine, to the extent that such participation does not interfere with normal **DISTRICT** activity;

G. Provide on any day that a student is receiving clinical experience at the **DISTRICT** pursuant to this agreement emergency health care for illnesses resulting from the participation by such student in the program, as well as first aid for accidents sustained by a student; provided, however, that the sole and exclusive authority to determine the duration and extent of necessary emergency health care services shall be vested in **DISTRICT**, and **DISTRICT**'S determination in this regard shall be conclusive. In addition, the aforementioned emergency health care services shall also be provided to any member of the faculty of **UNIVERSITY** participating in the program, on the same terms and conditions set forth above regarding students. All costs for such emergency health care service shall be paid by student and/or faculty;

H. Respect and maintain the confidentiality of information furnished by **UNIVERSITY** and **DISTRICT**;

II. **UNIVERSITY** shall:

A. Participate with **DISTRICT** in planning and implementing the clinical education of students;

B. Designate in writing, prior to the commencement of each clinical program and sufficiently in advance to allow convenient planning by **DISTRICT**, the names of those students registered for program training courses at **DISTRICT**. The number of students eligible to participate in a program shall be determined by the agreement of **DISTRICT** and **UNIVERSITY**;

C. Recommend for clinical education only those students who possess a satisfactory record and have met the minimum requirements established by **UNIVERSITY** for the particular program;

D. Furnish to the **DISTRICT**, or have each student furnish to **DISTRICT** upon request, copies of the State-approved fingerprinting background check clearance and the Certificates of Clearance documentation that each student's immunizations and blood-borne pathogens training are in accordance with the **DISTRICT'S** health policies. The health documentation should include written evidence of the following:

1. P.P.D. skin test and, if positive a chest x-ray
2. Rubella titer
3. Rubeola vaccination or titer
4. Hepatitis B-surface antigen/antibody
5. CPR proficiency
6. Hepatitis Vaccine

E. Designate lines of authority and communication for relations between the **UNIVERSITY** faculty and **DISTRICT** personnel so as to carry out the purpose of the agreement;

F. Provide instructors with such qualifications, in sufficient number, and at such times as are approved by **DISTRICT**, so that the purposes of this agreement can be met. **UNIVERSITY** shall be responsible for the training of such instructors and for acquainting them with **DISTRICT**'s policies and practices regarding clinical instructing. The instructors shall meet periodically at such times as **DISTRICT** and **UNIVERSITY** shall determine with designated **DISTRICT** personnel to review student progress and the program in general;

G. Retain general responsibility for instruction, supervision, control, evaluation and related matters concerning student participation in the clinical program at **DISTRICT**, subject to such sharing of responsibility with **DISTRICT** as shall be agreed upon by **DISTRICT** and **UNIVERSITY**. Student discipline shall be the exclusive responsibility of the **UNIVERSITY**; however the **DISTRICT** retains the right to terminate the participation of any student who, at the discretion of the **DISTRICT** or the **UNIVERSITY**, does not comply with the requirements of the program or the rules and regulations of the **DISTRICT**;

H. Enforce the rules, regulations and requirements governing the students participating in the clinical program; said rules, regulations and requirements to be agreed upon by **DISTRICT** and **UNIVERSITY.**

I. Provide all educational supplies and equipment necessary for the instruction of students participating in the clinical program and be exclusively responsible for the care and control of all such educational supplies and equipment. Periodically, it may be necessary for **DISTRICT** to provide educational supplies not previously planned for by the **UNIVERSITY** and necessary to the immediate and effective operation of the program. **UNIVERSITY** agrees to reimburse **DISTRICT** for items approved in advance only by the **UNIVERSITY** by both the Speech Pathology and Purchasing Departments. Invoices to cover said items shall be submitted in triplicate to the **UNIVERSITY** Accounting Office and shall reference **UNIVERSITY** Purchase Order Number.

J. Agree that no person, patient, client, staff or student shall, on the basis of religion, race, color, national origin, ancestry, ethnic group identification, sex, physical handicap, mental disability, medical condition, marital status, age (over 40) or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under this agreement.

K. Mandatory Instruction and Reporting: Before a student is assigned to the **DISTRICT** for placement in a student teaching assignment the **UNIVERSITY** shall instruct such Student on the applicable state and federal laws regarding unlawful discrimination (California Education Code sections 200-283 and Title IX, Section 504, Title VI) and mandated reporting of child abuse (Penal Code sections 11164-11174.35).

III. It is understood and agreed by the parties that all student participants shall be considered learners. They shall not engage in-patient care activities and shall not replace **DISTRICT** staff except as may be necessary as a part of their educational training and subject to any and all applicable laws.

IV. Except as specifically provided in this agreement, or in any subsequent amendment thereto, no monetary obligation on the part of the **UNIVERSITY** or the **DISTRICT** is hereby created; consideration for this agreement furnished by the mutual promises of the parties.

V. Neither the **UNIVERSITY** nor staff nor students shall by virtue of this agreement be an employee of the **DISTRICT** for any purpose whatsoever, nor shall it or they be entitled to any of the rights, privileges or benefits of **DISTRICT** employees. **UNIVERSITY** shall be deemed at all times an independent contractor and shall be wholly responsible for the manner in which it performs the services required of it under this agreement. **UNIVERSITY** assumes exclusively the responsibility for the acts of its employees and students as they relate to this agreement.

VI. **UNIVERSITY** shall require that students and instructors provide and maintain professional liability coverage in the amount of $1,000,000 per claim with a total of $3,000,000 in aggregate, with insurance carriers approved by **DISTRICT**, in accordance with **DISTRICT**'s bylaws, rules, and regulations.

DISTRICT shall require that instructors provide and maintain professional liability coverage in the amount of $1,000,000 per claim with a total of $3,000,000 in aggregate, with insurance carriers approved by **UNIVERSITY**, in accordance with **UNIVERSITY**'s bylaws, rules, and regulations.

VII. The **STATE of CALIFORNIA** has elected to be self-insured for its general liability, vehicle liability, worker's compensation and property exposures through an annual appropriation from the General Fund. As a **STATE** DISTRICT, the California State University, Office of the Chancellor, the **TRUSTEES**, and its system of campuses are included in this self-insured program. Under this form of insurance, the **STATE** and its employees are insured for any tort liability that may develop through carrying out official activities, including **STATE** office operation on non-state owned property in an amount no less the $1,000,000 per person, and no less than $2,000,000 aggregate per occurrence, and that vehicle insurance (where applicable) is in effect with a minimum coverage of $1,000,000 per occurrence.

The DISTRICT shall procure and maintain General Liability Insurance, comprehensive or commercial form with $ 1,000,000 minimum limit for each Occurrence and minimum limit of $2,000,000 General Aggregate, as mutually agreed upon for this placement.

The **STATE of CALIFORNIA** has entered into a Master Agreement with the State Compensation Insurance Fund to administer Workers' Compensation Benefits for all State employees, as required by the Labor Code.

The **STATE OF CALIFORNIA** shall provide notice to students that neither **STATE** nor **DISTRICT** will provide Worker's Compensation coverage in the event of injury or condition sustained in relationship to activities contemplated by this agreement.

VIII. **UNIVERSITY** shall defend, indemnify and hold harmless **DISTRICT** and its affiliates, parents and subsidiaries, and any of their respective directors, trustees, officers, agents, employees and volunteers from any and all liability, loss, expense (including reasonable attorneys' fees) or claims for injury or damages 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 the **UNIVERSITY**, its officers, employees, agents, instructors or students.

DISTRICT shall defend, indemnify and hold harmless **UNIVERSITY**, its officers, employees, agents and trainees from any and all liability, loss, expense (including reasonable attorneys' fees) or claims for injury or damages 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 the **DISTRICT**, its officers, employees, or agents.

IX. It is understood and agreed that **DISTRICT** shall have the right to require all students who are designated for participation in clinical education hereunder to agree in writing to release **DISTRICT** and all of its representatives from liability for any and all acts performed in good faith and without malice in connection with such clinical education.

X. It is understood and agreed that **DISTRICT** shall have the right to require all students who are designated for participation in clinical education hereunder to authorize and consent in writing to the release of information by **DISTRICT** and its representatives to **UNIVERSITY** concerning student's competence, ethics, character and performance in the program as long as such releases of information is made in good faith and without malice and to agree in writing to release **DISTRICT** and all of its representatives from liability for so doing.

XI. **UNIVERSITY** agrees that it shall not use the name of the **DISTRICT** in any advertising campaign or in the solicitation of prospective students without the prior written approval of the **DISTRICT** thereto.

DISTRICT agrees that it shall not use the name of the **UNIVERSITY** in any advertising campaign or in the solicitation of prospective students without the prior written approval of the **UNIVERSITY** thereto.

XII. **UNIVERSITY** shall not assign, sell, or otherwise transfer this agreement or any interest herein without prior written consent of **DISTRICT** thereto; provided, however, such consent shall not be unreasonably withheld. This agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.

DISTRICT shall not assign, sell, or otherwise transfer this agreement or any interest herein without prior written consent of **UNIVERSITY** thereto; provided, however, such consent shall not be unreasonably withheld. This agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.

XIII. This agreement shall become effective upon execution and shall continue until December 31, 2022; provided, however, it may be terminated by either party after giving the other party 30 days advance written notice of its intention to so terminate; provided further, however, that any such termination by the **DISTRICT** shall not be effective, at the election of **UNIVERSITY**, as to any student who at the date of mailing of said notice by **DISTRICT** was participating in said program until such student has completed the program for the then current academic year. **DISTRICT** and **UNIVERSITY**, except when so waived in writing by the other party, shall each perform fully any obligations under this agreement relating to an event occurring or circumstances existing prior to the date of termination. In addition, the **UNIVERSITY** and the **DISTRICT** shall endeavor to meet at least one

time within the ninety-(90) days prior to the anniversary date of the agreement for purposes of reviewing the status of the agreement and the program conducted hereunder.

XIV. Any notice required or permitted to be given by this agreement shall be deemed given when personally delivered to the recipient thereof or when mailed by registered or certified mail, return receipt requested, postage prepaid, to the appropriate recipient thereof, as follows:

A. Notice to **DISTRICT**:

San Leandro Unified School District
Attn: Mike McLaughlin, Superintendent
835 E. 14th Street, Suite 200
San Leandro, CA 94577
(510) 895-4199| mmclaughlin@slusd.us

B. Notice to **UNIVERSITY**:

Mail two copies to:

California State University East Bay
College of Education & Allied Studies
Attn: Sarah L. Arnett
25800 Carlos Bee Blvd., AE235
Hayward, CA 94542
510-885-2272 | sarah.arnett@csueastbay.edu

This agreement may be altered, changed or amended by mutual agreement of the parties in writing.

IN WITNESS WHEREOF, this agreement has been executed by and on behalf of the parties hereto, the day and year first above written.

SAN LEANDRO UNIFIED SCHOOL DISTRICT

By _____

Name__Mike McLaughlin_____

Title __Superintendent _____

Date _____

CALIFORNIA STATE UNIVERSITY EAST BAY

By _____

Name_____Carolyn Nelson _____

Title _____Dean, CEAS_____

Date _____

SCHOOL BOARD CERTIFICATION (If Applicable)

By _____

Name_____

Title _____

Date _____

Addendum

This addendum is required by the Board of Behavioral Science Examiners for students gaining hours toward licensure in Marriage, Family and Child Counseling.

The UNIVERSITY shall evaluate the appropriateness of the fieldwork experience for each student.

The UNIVERSITY shall ensure the students are working only within the limits of their education, training, and experience.

The UNIVERSITY shall monitor the performance of students on site by means of students' written reports, student logs, and verbal accounts. In addition, the UNIVERSITY shall maintain regular telephone contact the DISTRICT supervisorial staff assigned to students, and shall arrange by mutual consent at least one site visit per year by the UNIVERSITY supervisor.

The DISTRICT shall provide periodic evaluations (three times per year) of student's progress and performance on site, using evaluation forms provided by the UNIVERSITY, and shall notify the UNIVERSITY in a timely manner of any difficulties in the work performance of students.

Student Placement Agreement/MOUs
Request form

The request to execute a student placement agreement with an agency requires the university and facility contact person information for sending the request for implementation to the appropriate administrator.

1. Name of Agency: _____San Leandro Unified School District_____

a. Administrator Contact Information

Name:	Mike McLaughlin
Title	Superintendent
Department:	
Telephone Number:	(510) 895-4199
Email:	mmclaughlin@slusd.us
Mailing Address:	San Leandro Unified School District 835 E. 14th Street, Suite 200 San Leandro, CA 94577

b. Program Coordinator Contact Information

Name:	
Title	
Department:	
Telephone Number:	
Email:	
Mailing Address:	

2. _____Cal State East Bay_____

a. Program Coordinator Contact Information:

Name:	Angela Tang
Title	School Counseling Coordinator
Department:	Department of Educational Psychology
Telephone Number:	(510) 885-3095
Email:	Angela.tang@csueastbay.edu
Mailing Address:	California State University, East Bay 25800 Carlos Bee Blvd, AE 373C Hayward, CA 94542