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

February 20, 2020

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

RE: Speech Language Pathology Program

Dear Dr. McLaughlin:

California State University, East Bay requests the opportunity to renew a Student Speech Language Pathology Program agreement with the San Leandro Unified School District for the university non-Paid Intern Student placement within the School District.

Enclosed is an MOU for review and forward to the appropriate person for signature approval. The signed MOU and the certificate of insurance can be returned via email or by mailing two copies of the documents for final execution to:

California State University, East Bay
Credential Student Service Center
Attn: Sarah Arnett, Budget & MOU Coordinator
25800 Carlos Bee Blvd
Hayward CA 94542

School Districts are required to complete the school board certification. One fully executed agreement will be returned to you for your files.

Sincerely,

Sarah Arnett

California State University East Bay
Memorandum of Understanding and Agreement
to Provide Unpaid Internship Placements to University Students
for
SPEECH LANGUAGE PATHOLOGY PROGRAM

This Agreement is between the San Leandro Unified School District ("District") and the California State University ("University"), who may be referred to collectively as the parties. This Agreement describes and confirms the expectations and responsibilities of the Parties regarding the Internship Program through which University students ("Unpaid Interns") will gain experience in the public school setting. This Agreement applies to unpaid service learning placements for University-enrolled students.

TERM OF THE AGREEMENT

This Agreement shall remain in effect for a term of 5 years beginning February 20, 2020 and ending December 31, 2025, unless terminated sooner. Either party may terminate this Agreement on 30 days' written notice to the other party; provided, however, that credential candidates shall be allowed to conclude any ongoing assignments. Performance under this Agreement shall be reviewed annually, and the parties may agree to annual extensions after expiration of the initial term.

DISTRICT AND SCHOOL ADMINISTRATOR RESPONSIBILITIES

1. The District will provide the Unpaid Interns with supervised internship experience. The District's Designated Supervisor(s) will hold an appropriate degree, credential or license in the specified field, if any is required for that field, and at least five years' experience in that field. The Supervisor will provide the Unpaid Intern with at least two hours of face-to-face supervision per week for the duration of the internship. Supervision may be shared among more than one qualified District staff member.
2. The District will designate a member of its staff to participate with the University's designee in planning, implementing, and coordinating the Internship Program.
3. The District will maintain complete records and reports on each Unpaid Intern's performance and provide an evaluation to the University on forms the University shall provide.
4. The District may, in its sole discretion, refuse to accept as a participant in the Internship Program any University student assigned to participate, and, upon request of the District, University shall withdraw the assignment of any University student participant.
5. After the District accepts assignment of the student, the District may terminate the internship for good cause. "Good cause" may include, but is not limited to failure to perform satisfactorily, refusal to follow District administrative policies, procedures, rules and regulations, or violation of any federal or state law. The District will immediately notify University in writing if it terminates an assignment. The District reserves the right to ban anyone from District facilities when the District finds, in its sole discretion that the presence of the person poses a threat or disrupts operations. University is responsible for informing its student participants of the provisions of this Section.
6. District shall, on any day when an Unpaid Intern is receiving training at its facilities, arrange for the Unpaid Intern to receive any necessary emergency health care or first aid for accidents occurring in its facilities. Except as provided in this paragraph, District shall have no obligation to furnish medical care, surgical care or other health care to any Unpaid Intern.

UNIVERSITY RESPONSIBILITIES

1. University will work collaboratively with the District's HR department, school site administration, and staff in the assignment of the Unpaid Intern.
2. University will confer regularly with District and site administration and district-employed mentor/liaison through meetings, telephone calls, and/or e-mail.
3. University will immediately notify appropriate District and site administration if University administration has knowledge of or suspects any professional or ethical violations by an Unpaid Intern in the school. University and District agree they will cooperate in any investigation concerning the reported violation.
4. University will guarantee that Unpaid Interns and university supervisors have appropriate tuberculosis and fingerprinting clearance, including subsequent arrest notification service.
5. University will instruct Unpaid Interns in state laws regarding child abuse reporting, sexual harassment and professional conduct.
6. University supervisors will conduct systematic and regular observations of Unpaid Interns' performances in the District's classrooms.
7. University will be responsible for ensuring that Unpaid Interns have appropriate insurance coverage.

UNPAID INTERN RESPONSIBILITIES

1. Provide the District with the following documentation:
    a. a copy of the letter from the University assigning the student to the District.
    b. a background check/ fingerprint clearance report,
    c. a negative tuberculosis test result, and
2. Comply with all applicable terms and provisions of this Agreement while serving as an Unpaid Intern.
3. Comply with the District's policies and procedures, and applicable state and federal laws and regulations while serving as an Unpaid Intern.
4. Provide services to District pupils only under the direct supervision of District staff.
5. Maintain the confidentiality of pupil information. No Unpaid Intern will have access to or have the right to receive any District pupil records, except to the extent necessary in the regular course of assisting in providing services to pupils as part of the internship program. The discussion, transmission, or narration in any form by Unpaid Interns of any individually identifiable pupil information, educational, medical or otherwise, which is obtained in the course of the internship program, is forbidden except as a necessary part of the practical internship experience. Otherwise, Unpaid Interns shall use de-identified information only (and not personally identifiable pupil information) in any discussions about the internship experience with University, its employees, agents or others.

STATUS OF UNIVERSITY, DISTRICT, AND UNIVERSITY STUDENTS

The parties expressly understand and agree that all University students serving as Unpaid Interns in District schools pursuant to this Agreement are doing so for educational purposes only, and Unpaid Interns are not considered employees or volunteers of either University or District for any purpose, including, but not limited to, compensation for services, welfare and pension benefits, or workers' compensation insurance. It is the responsibility of University to provide written notice to its student participants of the provisions of this Section. The provisions of this Section shall survive the termination or expiration of this Agreement.

LIABILITY INSURANCE & WORKERS' COMPENSATION

The University shall take out and maintain a "claims-made" policy of general liability and professional liability insurance (including personal injury with limits not less than $1 million per loss and damage to

property of others up to $5,000 per incident), with extended reporting period of three (3) years, covering Unpaid Interns, and naming District as an additional named insured under such insurance policy or policies. Further, University agrees to maintain professional and comprehensive general liability insurance, with no exclusion for molestation or abuse, at a minimum of Five Million Dollars ($5,000,000) per occurrence and Twenty Million Dollars ($20,000,000) in aggregate throughout the course of this Agreement.

Further, University shall provide written notice that should any of the above described policies be cancelled before the expiration thereof, notice will be delivered in accordance with the policy provisions. University also agrees to maintain statutory Workers' Compensation coverage on any individuals considered as employees of University and instructors working at District pursuant to this Agreement at all times during the course of this Agreement.

University shall provide certificates evidencing all coverage referred to in this Section within thirty (30) days of execution of this Agreement and thereafter, on an annual basis. If the coverage is on a claims-made basis, University hereby agrees that not less than thirty (30) days prior to the effective date of termination of University's current insurance coverage or termination of this Agreement, University shall either purchase three (3) year tail coverage per claim or provide proof of continuous coverage in the above stated amounts for all claims arising out of incidents occurring prior to termination of University's current coverage or prior to termination of this Agreement, as applicable, and provide District a certificate of insurance evidencing such coverage.

The University is permissibly self-insured through the State of California for automobile liability.

The District shall be named as an additional insured or covered party on the liability coverages maintained by the University set forth above, and such coverages shall be primary to any coverages maintained by the District. Limits of liability for each type of liability coverage shall be at least $1 million per claim per occurrence/ $2 million aggregate.

NO WORKERS' COMPENSATION LIABILITY

The Parties agree that the District is not to assume, nor shall it assume by this Agreement any liability under the California Workers' Compensation Insurance and Safety Act for, by or on behalf of any Unpaid Intern or University employees while they are on the premises of the District or while performing any duty whatsoever under the terms of the Agreement or while going to or from any of the internship placement sites. University shall provide written notice to each Unpaid Intern regarding the lack of coverage of Workers' Compensation insurance by either party.

INDEMNIFICATION

University shall defend, indemnify and hold District and its officials, employees and agents, harmless from and against any and all liability, loss, expense, 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 University, its officials, agents, or employees.

District 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 District, its officials, agents, or employees.

ADDITIONAL PROVISIONS

1. 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.
2. This Agreement and the rights and obligations of the parties shall be governed and construed by the laws of the State of California. Any lawsuit concerning or arising out of this Agreement shall be venued in the county in which the District is located.
3. 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.
4. In the event of a dispute between the parties arising from this Agreement, the parties agree to mediate the dispute before initiating litigation. The Parties agree that with regard to any dispute or claim related to this Agreement, prior to the initiation of a lawsuit or other legal action, they shall and must, in good faith, submit the claim or dispute to mediation with any mutually agreeable neutral. The costs of the neutral will be split equally between the Parties. The prevailing party shall be entitled to recovery from the losing party the prevailing party's reasonable expenses (fees and costs) incurred in the lawsuit or legal action as allowed by law.
5. 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.
6. 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.
7. 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.

NOTIFICATION

1. 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 **AGENCY**:

San Leandro Unified School District
Mike McLaughlin - Superintendent
835 E. 14th Street, Suite 200
San Leandro, CA 94577
510-667-3500 | mmclaughlin@slusd.us

B. Notice to **UNIVERSITY**:

California State University, East Bay
Sarah Arnett, Budget and MOU Coordinator
Credential Student Service Center
25800 Carlos Bee Blvd., Hayward, CA 94542-3021
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 Wendy Ng

Title Dean

Date _____

EXHIBIT A

PROGRAM DIRECTORS

The Program Director and the Signee of the Agreement are listed below, with respect to the program, prior to any Student, Faculty member, or Clinical Instructor participating in the Student Training Agreement.

UNIVERSITY: CSUEB – Speech Language Pathology Program

a. PROGRAM DIRECTOR

Name:	Shelley Simrin
Phone:	510-885-4762
Alt. Phone:	510-885-3241
Email:	shelley.simrin@csueastbay.edu
Mailing Address:	California State University East Bay Department of Communicative Sciences and Disorders Room MB #1097A, 25800 Carlos Bee Blvd, Hayward, CA 94542

CSUEB – Signee Information

Name & Title:	Wendy Ng Dean
Contact	Sarah Arnett
Phone:	510-885-2272
Email:	sarah.arnett@csueastbay.edu
Mailing Address:	California State University East Bay Credential Student Service Center 25800 Carlos Bee Blvd, Hayward, CA 94542

2: Agency Signee Information

San Leandro Unified School District

Name & Title:	Mike McLaughlin - Superintendent
Telephone:	510-667-3500
Email:	mmclaughlin@slusd.us
Mailing Address:	835 E. 14th Street, Suite 200 San Leandro, CA 94577

a. Agency Program Director/Coordinator

Name & Title:	
Telephone:	
Email:	
Mailing Address:	