SAN LEANDRO UNIFIED SCHOOL DISTRICT and SAN JOSE STATE UNIVERSITY

COUNSELOR EDUCATOR AGREEMENT

This agreement is between San Leandro Unified School District ("District") and the State of California acting through its Trustees of the California State University on behalf of SAN JOSE STATE UNIVERSITY ("University"), who may be referred to collectively as the parties.

RECITALS

University operates a program for the education and training of students pursuing a California PUPIL PERSONNEL SERVICES (PPS) CREDENTIAL (i.e., credential candidates).

The District is authorized under Education Code 44320 et seq, to cooperate with institutions of higher education in providing training and experience to credential candidates.

One or more District employees who are credentialed, experienced counselors at a District high school, middle school, or elementary school have agreed to be responsible for a caseload of students assigned to a credential candidate, and may be referred to below as a site supervisor.

University employs one or more experienced counseling instructors who have agreed to provide supervision and support to credential candidates and site supervisors. Such individuals may be referred to below as university instructors.

TERM OF THE AGREEMENT

This Agreement shall remain in effect for a term of five (5) years beginning January 1, 2022 ("The Effective Date). The Term of this Agreement shall begin as of the later of the Effective Date or the date of the School's/District's signature set forth below ("Term Commencement Date") and continue through December 31, 2026 unless terminated sooner. Either party may terminate this Agreement on 30 days written notice to the other; 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.

UNIVERSITY DUTIES

1. University will work collaboratively with the District's school site administration and staff in the assignment of credential candidates.
2. University will guarantee that credential candidates have completed foundational counseling coursework prior to commencing fieldwork.
3. University will undertake to have credential candidates remain in their counseling fieldwork assignments until the end of the semester unless removed for cause by the District or University.
4. University will confer regularly with District and site administration and site supervisors through meetings, telephone calls, and/or e-mail.
5. University will immediately notify appropriate District and site administration if University administration has knowledge of or suspects any professional or ethical violations by a credential candidate in the school.
6. University will guarantee that credential candidates and university instructors have appropriate TB and fingerprinting clearance.
7. University will instruct credential candidates in state laws regarding child abuse reporting, sexual

harassment and professional conduct.

8. University instructors will conduct an observation of credential candidates' performance in the District's classrooms and/or counseling offices.
9. University instructors will confer regularly with site supervisors and with the site administration through meetings, telephone calls, and/or e-mail.

DISTRICT DUTIES

1. District will provide supervised counseling and other clinical/professional experiences for credential candidates through fieldwork in the District's schools and classes under the supervision of a site supervisor.
2. District will provide each credential candidate with a certified, experienced counselor as a site supervisor and provide documentation of appropriate credentialing as needed.
3. District will immediately notify University if the District has knowledge of or suspects any professional or ethical violations by a credential candidate.
4. District will instruct credential candidates in school policies regarding child abuse reporting, sexual harassment and professional conduct.
5. District is aware of and informed about the hazards currently known to be associated with the novel coronavirus referred to as "COVID-19". District is familiar with and informed about the Centers for Disease Control and Prevention (CDC) current guidelines regarding COVID-19 as well as applicable federal, state and local governmental directives regarding COVID-19. District, to the best of its knowledge and belief, is in compliance with those current CDC guidelines and applicable governmental directives. If the current CDC guidelines or applicable government directives are modified, changed or updated, District will take steps to comply with the modified, changed or updated guidelines or directives. If at any time District becomes aware that it is not in compliance with CDC guidelines or an applicable governmental directive, it will notify the Counselor Education Graduate Fieldwork Coordinator of that fact.

CREDENTIAL CANDIDATE DUTIES ENFORCED BY UNIVERSITY

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

1. 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).
2. Attend school placements for the required number of hours based on the agreed individual plan.
3. Collaborate with counselors throughout the academic year.
4. Observe and shadow the site supervisor during the initial weeks.
5. Assume additional counseling responsibility, in line with an agreed upon plan developed by the credential candidate, site supervisor and university instructor.
6. Participate in department meetings when possible.

DISTRICT DISCRETION

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

LIABILITY INSURANCE

The University and the District 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 and Auto 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

The District shall be named as an additional insured or covered party on the liability coverages maintained by the University, and such coverages shall be primary to any coverages maintained by the District. The University shall be named as an additional insured or covered party on the liability coverages maintained by the District, and such coverages shall be primary to any coverages maintained by the District.

Each insurance policy required above shall be endorsed to state that coverage shall not be suspended, voided, or canceled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the other party to this Agreement.

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.

WORKERS' COMPENSATION

The University and the District shall each maintain workers' compensation coverage applicable to their respective employees.

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.
3. 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, District 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.

4. 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.
5. In the event of a dispute between the parties arising from this Agreement, the prevailing party shall be entitled to recovery from the losing party the prevailing party's reasonable expenses (including but not limited to attorney fees and costs) incurred in the dispute.
6. 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.
7. 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.
8. 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.

DISTRICT	TRUSTEES
Signature: Valentín del Río	Signature:
Printed Name: Valentín del Río	Printed Name:
Title: Principal	Title:
Dated: 11/18/21	Dated: