CALIFORNIA STATE UNIVERSITY
EAST BAY

CALIFORNIA STATE UNIVERSITY, EAST BAY
25800 Carlos Bee Blvd, Hayward, CA 94542
Procurement Services
Telephone: (510) 885-3842 Fax: (510) 885-7484

January 1, 2012

RECEIVED
JAN 11 2012
SLUSD PERSONNEL

San Leandro Unified School District
Cindy M Cathey, Superintendent
14735 Junper Street
San Leandro, CA 94579

RE: Speech Pathology Agreement

Dear Cindy M Cathey:

California State University, East Bay, Speech Pathology Agreement expired on December 31, 2011 with San Leandro Unified School District.

The university requests the opportunity to implement a renewal agreement with San Leandro Unified School District for students to continue with their clinical experiences at your school district.

The renewal agreement will be for five (5) year terms, effective January 1, 2012 to December 31, 2017.

Please forward three (3) copies of Student Placement Agreement to the appropriate person for signature. One fully executed agreement will be return to you for your files.

Return all copies of the agreement for final execution to:

CALIFORNIA STATE UNIVERSITY, EAST BAY
Procurement Office – SA 2750
Attn: Deborah Haynes, Buyer II
25800 Carlos Bee Blvd
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.

Sincerely,

Deborah Haynes
Buyer II/Small Business Coordinator
510- 885-3842/FAX: 510-885-7484
deborah.haynes@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 **1st day of January, 2012**, 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 "**AGENCY**".

W I T N E S S E T H

WHEREAS, TRUSTEES have approved a "**Speech Pathology Program**" for **UNIVERSITY** and such programs require 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 **AGENCY**; and

WHEREAS, AGENCY 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, AGENCY desires to maintain and improve its existing standards of **AGENCY** 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 **AGENCY** to supplement their learning experience;

THEREFORE, AGENCY AND UNIVERSITY HEREBY MUTUALLY AGREE AS FOLLOWS:

I. Subject to such reasonable rules and regulations as **AGENCY** shall from time to time adopt, **AGENCY** 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 **AGENCY** that are agreed upon by **AGENCY** and **UNIVERSITY**, and permit such students, as well as **UNIVERSITY** faculty, access to **AGENCY** for such periods of time and for such clinical experiences as may from time to time be determined by **AGENCY** 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 **AGENCY** 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 **AGENCY** personnel, all to the extent that such space is available and as **AGENCY** may agree from time to time;

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

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

F. Permit members of the staff of **AGENCY** 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 **AGENCY** shall determine, to the extent that such participation does not interfere with normal **AGENCY** activity;

G. Provide on any day that a student is receiving clinical experience at the **AGENCY** 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 **AGENCY**, and **AGENCY**'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 **AGENCY**;

II. **UNIVERSITY** shall:

A. Participate with **AGENCY** 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 **AGENCY**, the names of those students registered for program training courses at **AGENCY**. The number of students eligible to participate in a program shall be determined by the agreement of **AGENCY** 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 **AGENCY**, or have each student furnish to **AGENCY** 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 **AGENCY'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 **AGENCY** 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 **AGENCY**, 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 **AGENCY**'s policies and practices regarding clinical instructing. The instructors shall meet periodically at such times as **AGENCY** and **UNIVERSITY** shall determine with designated **AGENCY** 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 **AGENCY**, subject to such sharing of responsibility with **AGENCY** as shall be agreed upon by **AGENCY** and **UNIVERSITY**. Student discipline shall be the exclusive responsibility of the **UNIVERSITY**; however the **AGENCY** retains the right to terminate the participation of any student who, at the discretion of the **AGENCY** or the **UNIVERSITY**, does not comply with the requirements of the program or the rules and regulations of the **AGENCY**;

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 **AGENCY** 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 **AGENCY** 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 **AGENCY** 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, regardless of religion, race, color, national origin, ancestry, ethnic group identification, sex, actual or perceived sexual orientation and/or gender identity, physical handicap, mental disability, medical condition, marital status, age (over 40) be excluded from participation in, be denied the benefits of, or be subjected to discrimination under this agreement.

K. Additionally, it is agreed that if a student with an approved disability accommodation is placed both CSUEB and Agency share the responsibility to meet the legal requirement to provide reasonable accommodations at the workplace under the American with Disabilities Act.

L. Mandatory Instruction and Reporting: Before a student is assigned to the **FACILITY** 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 **AGENCY** 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 **AGENCY** 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 **AGENCY** for any purpose whatsoever, nor shall it or they be entitled to any of the rights, privileges or benefits of **AGENCY** 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 **AGENCY**, in accordance with **AGENCY**'s bylaws, rules, and regulations.

AGENCY 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** agency, 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 AGENCY 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 **AGENCY** will provide Worker's Compensation coverage in the event of injury or condition sustained in relationship to activities contemplated by this agreement.

VIII. **UNIVERSITY** agrees to save harmless and indemnify the **AGENCY** against all claims, demands, suits, judgments, expenses, and costs of any and every kind arising out of this Agreement resulting from the negligent acts, errors or omissions of the School, or faculty, in so far as it may legally do so, on account of the injury or death of persons, or loss or damage to equipment upon the property of the **AGENCY**. In addition **UNIVERSITY** assures the **AGENCY** that the students are covered by a Professional Liability policy wherein the **AGENCY** will be an "additional insured" .

The **AGENCY** agrees to defend all claims of loss, and indemnify, and hold harmless the State of California, the Trustees of the California State University, California State University, East Bay and their officers, agents, volunteers and employees from any and all liability for personal injury, damages, wrongful death or other losses and costs, including but not limited to reasonable attorney fees and defense costs, arising out of the negligent acts or omissions or willful misconduct of the **AGENCY** or its employees, agents or volunteers in the performance of this Agreement.

IX. It is understood and agreed that **AGENCY** shall have the right to require all students who are designated for participation in clinical education hereunder to agree in writing to release **AGENCY** 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 **AGENCY** 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 **AGENCY** 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 **AGENCY** and all of its representatives from liability for so doing.

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

AGENCY 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 **AGENCY** 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.

AGENCY 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, 2017; 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 **AGENCY** shall

not be effective, at the election of **UNIVERSITY**, as to any student who at the date of mailing of said notice by **AGENCY** was participating in said program until such student has completed the program for the then current academic year. **AGENCY** 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 **AGENCY** 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 **AGENCY**:

San Leandro Unified School District
Cindy M Cathey, Superintendent
14735 Junper Street,
San Leandro, CA 94579
510-667-3522/ccathey@sanleandro.k12.ca.us

B. Notice to **UNIVERSITY**:

Mail three copies to:

Deborah A Haynes, Buyer II
California State University, East Bay
Procurement Office – SA 2750
25800 Carlos Bee Blvd
Hayward, CA 94542-3021

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_____

Title _____

Date _____

CALIFORNIA STATE UNIVERSITY, EAST BAY

By _____

Name Deborah A Haynes

Title Buyer II

Date _____

BOARD CERTIFICATION (if applicable)

By _____

Name_____

Title _____

Date _____

CALIFORNIA STATE UNIVERSITY EAST BAY

By _____

Name Laura Learned

Title Contract Administrator

Date _____