

**SFUSD MEMORANDUM OF UNDERSTANDING  
WITH UNIVERSITY FOR INTERNSHIP PROGRAM  
IN STATE-CERTIFIED OR STATE-LICENSED FIELDS (NON-NURSING)**

This Memorandum of Understanding regarding an Internship Program in State-Certified or State-Licensed Fields (Non-Nursing) ("Agreement" as defined below), dated for convenience **May 03, 2016**, describes and confirms the expectations and responsibilities of **CALIFORNIA STATE UNIVERSITY, EAST BAY** ("University") and San Francisco Unified School District, a public school district and political subdivision of the State of California ("District" or "SFUSD"), regarding the Internship Program (as defined herein) through which University students will gain experience in the public school setting, as described in this Agreement.

**RECITALS**

WHEREAS, University operates a fully accredited **School Psychology** program ("University Program"), and

WHEREAS University wishes to provide its students enrolled in the University Program with field experience in the public school setting as a part of its University Program, and

WHEREAS, University students can gain experience in the public school setting by serving as University Student Interns (as defined herein) in District schools as detailed in this Agreement, and

WHEREAS, the Parties benefit by making the internship program available in District public schools to University Students Interns,

NOW THEREFORE, the District and University enter into this Agreement to provide an Internship Program (as defined below) through which University Students will gain field experience in District public schools as detailed herein. This Agreement attaches and incorporates by reference as though fully set forth herein the following documents: Approved Board of Education Resolution, and the Criminal Background Check/Tuberculosis Clearance Written Certification Form(s) (collectively the "Agreement"). The following documents shall also be attached to this Agreement: Insurance Certificates and Endorsement. (See Section 12 for University Insurance and Endorsement requirements.)

**1. TERM; EFFECTIVE DATE**

The term of this Agreement shall be as set forth in the attached approved Board of Education Resolution authorizing this Agreement, unless terminated earlier pursuant to Section 17 ("Termination"). This Agreement shall be effective upon approval by the Board of Education and execution by the duly authorized representatives of the Parties.

**2. DEFINITIONS; DESCRIPTION OF THE INTERNSHIP PROGRAM**

A. The "Internship Program" to be provided to University Students pursuant to this Agreement is an educational experience for University Student Interns in working in a public school setting, and shall consist of the following activities:

**The Internship Program will adhere to the internship and supervision guidelines adopted by the National Association of School Psychologists and provide opportunities for the Intern to participate in a range of school psychology services consistent with NASP Domains of School Psychology Training and Practice, which may include, among other activities, varying types of assessment linked to intervention for academic, behavioral and social/emotional issues; consultation; behavior analysis and intervention; counseling; prevention at varying levels; research and program evaluation; and other activities which are consistent with NASP standards and**

**deemed appropriate by SFUSD's Program and the University Program. In order to facilitate a broader range of training, no single functional area shall predominate an Intern's time. A majority of an Intern's time will be spent providing direct and indirect psychological services to children, youth or families.**

**The Internship Program will provide opportunities to work with children and adolescents of varying ages, ethnicities, socioeconomic backgrounds, and with varying abilities and disabilities, characteristics, and needs.**

**In assigning duties to the intern, the Internship Program recognizes and supports the internship as an educational experience.**

- B. "University Student" or "Intern" or "University Student Intern" means a student enrolled in the University Program as defined herein, who is a candidate for, or a participant in, the Internship Program that is the subject of this Agreement.
- C. Other terms defined elsewhere in this Agreement shall have the meaning so assigned.
- D. The exact start and end date, number of hours per week, location(s) and duration of each Placement shall be determined by mutual agreement between University and District, as represented by the Parties' designees.

### 3. UNIVERSITY ROLES AND RESPONSIBILITIES

- A. **Program Coordinator.** University shall designate a faculty member to coordinate with District's designee in planning the Internship to be provided to University Students. Each intern shall be provided adequate supervision, advice, and support as appropriate.
- B. **Schedule of Assignments.** University shall notify District's Internship supervisor of University Student assignments/ Internship Requirements, including length and dates of proposed internship experience; and specifics required for State credentialing and/or licensing.
- C. **University Student Profiles.** University shall advise each University Student enrolled in the Program to complete and send to District a University Student profile on a form to be agreed by the parties, which shall include the University Student's name, address, telephone number, and emergency contact. Each University Student shall be responsible for submitting his or her University Student profile before the Program training period begins. District shall regard this information as confidential and shall use the information only to identify each University Student.
- D. **Records.** University shall maintain all personnel records for its staff and all academic records for its University Students.
- E. **Applicability of Agreement to University Student Interns.** University shall provide all University Student participants in the Program with notice of the provisions of this Agreement, and shall provide each such intern with a copy of this Agreement. University shall ensure that all University Student Interns participating in the Program have been advised of, and agree in writing to, uphold all responsibilities applicable to University Student Interns under this Agreement, including but not limited to the provisions of Section 5 ("University Student Roles and Responsibilities").

### 4. DISTRICT ROLES AND RESPONSIBILITIES

- A. **Internship Experience.** District shall provide the University Students with supervised internship experience. The District's Designated Supervisor(s) shall hold a valid

credential or license in the specified field and at least five years' experience in said field. Supervisor will provide the 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.

- B. **District Designee.** District shall designate a member of its staff to participate with University's Designee in planning, implementing, and coordinating the Internship Program.
- C. **Records and Evaluations.** District shall maintain complete records and reports on each University Student's performance and provide an evaluation to University on forms the University shall provide.
- D. **Withdrawal from Program.** The District may, for good cause, refuse to accept as a University Student participant in the Internship Program any University Student assigned to participate, and, upon request of the District, made for good cause, University shall withdraw the assignment of any University Student participant. "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 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 disruption to operations. University is responsible to inform its University Student participants of the provisions of this Section.
- E. **Emergency Health Care/First Aid.** District shall, on any day when a University Student is receiving training at its facilities, arrange for University Student 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 University Student.

#### 5. UNIVERSITY STUDENT INTERN ROLES AND RESPONSIBILITIES

- A. Comply with all applicable terms and provisions of this Agreement in serving as an Intern pursuant to this Agreement.
- B. Comply with District's policies and procedures, and applicable state and federal laws and regulations in serving as an Intern pursuant to this Agreement.
- C. Provide evidence of professional liability insurance pursuant to Section 13 ("University Student Insurance") of this Agreement.
- D. Provide services to District pupils only under the direct supervision of District staff as provided for herein.
- E. Maintain the confidentiality of pupil information. No University Student shall 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 a part of the Internship program as detailed in this Agreement. The discussion, transmission, or narration in any form by University Students of any individually identifiable pupil information, educational, medical or otherwise, which is obtained in the course of the Program is forbidden except as a necessary part of the practical Internship experience. Otherwise, University Students 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.
- F. Complete a written intern agreement with the District.

#### 6. AUDIT AND INSPECTION OF RECORDS

University agrees to maintain and make available to the District accurate records relative to its activities under this Agreement. To the extent permissible by law, University will permit the District to audit, examine and make excerpts and transcripts from such records, and to make audits of any and all invoices, materials, payrolls, records or personnel and other data related to University's activities under this Agreement. University shall maintain such data and records in an accessible location and condition during the Agreement period and for not less than three (3)

years after the Agreement period or the date of termination of this Agreement pursuant to Section 17 ("Termination"), whichever is later.

**7. USE OF NAME AND MARKETING**

Excluding a simple statement or acknowledgement of this Agreement between the parties, neither party not use the name, marks or logo of the other party in any planned advertisement, press release, or other planned publicity or marketing materials, in any form or media, without the prior written approval of the other party. Notwithstanding the foregoing provisions of this Section, nothing in this Section shall infringe upon the First Amendment rights of the parties.

**8. CONFIDENTIAL INFORMATION**

- A. University and University Students understands and agrees that, in connection with this Agreement, the University and University Students may have access to proprietary and/or confidential information which may be owned or controlled by the District, the disclosure of which to third parties may be damaging to the District, its employees or students. University and University Students also understands and agrees that the disclosure of such information may violate state and/or federal law and may subject the University and University Students to civil liability. Consequently, University and University Students agrees that all information disclosed by the District to the University and University Students shall be held in strict confidence and used only in performance of the Agreement, unless disclosure is required by law or court order. University and University Students shall exercise the same standard of care to protect such information as is used to protect its own proprietary and/or confidential information and in no case less than a reasonable standard of care.
- B. University and University Students shall comply at all times with the requirements of the Family Educational Records Privacy Act ("FERPA") and relevant state law regarding the confidentiality and handling of the District's pupil records, including but not limited to California Education Code sections 49073 and sequential. University and University Students shall only access District pupil information pursuant to prior written parental consent, legitimate educational interest in performing duties on behalf of the District under this Agreement, or other provisions of federal and state law permitting access to confidential District pupil information. University and University Students shall not re-disclose confidential District pupil information unless pursuant to federal and state law.
- C. University and University Students agree to comply with the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 ("HITECH"), and regulations promulgated thereunder by the U.S. Department of Health and Human Services and other applicable laws. University and University Students shall maintain the confidentiality of District pupils' confidential data as required by HIPAA, HIPAA regulations, HITECH and other applicable laws. Pursuant to Section 11 ("Status of University, District, and University Students") of this Agreement, University, its University Students, employees, agents, and volunteers are not employees of the District. In addition, University employees and University Students are not employees of District and do not receive any compensation from District for their participation in this Agreement. However, for the sole and exclusively limited purpose of compliance with the provisions of HIPAA by University employees and University Students in regard to the confidentiality of District pupils' health information under HIPAA, which may be found in District pupils' educational records, and to which University employees and University Students may have access pursuant to this Agreement, University employees and University Students shall be deemed volunteers of the District and shall be considered members of District's "workforce" as that term is defined by the HIPAA regulations at 45 C.F.R. § 160.103, and such University employees and University Students shall maintain the confidentiality of District pupils' confidential data as required by HIPAA and FERPA.
- D. University and University Students shall only use District pupil data for the sole purpose of implementing this Agreement, and for no other administrative, evaluative, programmatic or other purpose.

**9. CRIMINAL BACKGROUND CHECK; SUBSEQUENT ARREST NOTIFICATION**

A. **Criminal Background Check and Subsequent Arrest Notification Requirements Regarding University Student Interns.**

- 1) University shall ensure that each University Student Intern candidate completes an Internship Agreement with the District, pursuant to which the University Student Intern candidate is required to undergo a Live Scan criminal background check conducted by SFUSD through the California Department of Justice ("CDOJ") and the Federal Bureau of Investigation, including subsequent arrest notification service.
- 2) No University Student Intern candidate who has been convicted of a serious or violent felony as defined in California Education Code ("EC") section 45125.1 (citing EC 45122.1), a sexual offense as defined in EC 44010, or a controlled substance offense as defined in EC 44011, shall be permitted to serve as a University Student Intern. This prohibition does not apply to a University Student who has obtained a certificate of rehabilitation and pardon pursuant to California Penal Code section 4852.01 et seq. for a serious or violent felony listed under EC 45122.1 and who provides satisfactory documentation of such.
- 3) Failure to undergo a criminal background check will render a University Student candidate ineligible to serve as an Intern hereunder.
- 4) District will request subsequent arrest notifications from CDOJ and FBI to monitor any arrests of a University Student Interns during their internship under this Agreement. Upon receipt of any notice that a University Student Intern has been arrested or convicted of a serious or violent felony as defined in EC 45125.1 (citing EC 45122.1), a sexual offense as defined by EC 44010, or a controlled substance offense as defined in EC 44011, District shall immediately prohibit such University Student Intern from having any contact with District pupils pursuant to this Agreement, and the University Student Intern shall be deemed ineligible to continue to serve as an Intern hereunder.
- 5) University shall require each University Student Intern, during the term of the University Student's Internship under this Agreement, to report immediately to the University any subsequent arrest. In such case, in the event the University Student Intern is arrested for any offense listed herein, University shall immediately notify the District, and University shall immediately prohibit such University Student Intern from having any contact with District pupils pursuant to this Agreement, and the University Student Intern shall be deemed ineligible to continue to serve as an Intern hereunder.

B. **Criminal Background Check and Subsequent Arrest Notification for University Officers, Employees and Agents.** *To the extent that* any University officers, employees or agents will have more than limited contact with District students in University's performance of this Agreement, University is required to comply with the criminal background check and subsequent arrest notification provisions of California Education Code section 45125.1, as detailed under this Subsection B ("Criminal Background Check and Subsequent Arrest Notification for University Officers, Employees and Agents") of this Section 9 ("Criminal Background Check; Subsequent Arrest Notification").

- 1) University will conduct criminal background checks with the California Department of Justice (CDOJ), and request subsequent arrest notification (as detailed below) from CDOJ, for all University officers, employees and agents who will have more than limited contact with District students pursuant to University's performance of this Agreement, and University will certify to District in writing that no University officer, employee or agent who has been convicted of a serious or violent felony as defined in California Education Code ("EC") section 45125.1 (citing EC 45122.1), a sexual offense as defined by EC 44010, or a controlled substance offense as defined in EC 44011, will have contact with District pupils pursuant to this Agreement. This prohibition does not apply to a University officer, employee or agent who has obtained a certificate of rehabilitation and pardon pursuant to California Penal Code Section 4852.01 et seq. for a serious or violent felony listed under EC 45122.1.
- 2) As written certification of its compliance with Subsection 9(B), University will complete and submit the "Criminal Background Check/Tuberculosis Clearance

Certification Form FOR UNIVERSITY OFFICERS, EMPLOYEES AND AGENTS” (ATTACHED). To the extent applicable, University will include, as specified, a list of all University officers, employees and agents who will have more than limited contact with District pupils pursuant to this Agreement and who have cleared the criminal background check and for whom University has requested subsequent arrest notification from CDOJ.

- 3) District shall not be responsible for any costs of criminal background checks and subsequent arrest notifications.
  - 4) For any University officers, employees or agents that University hires subsequent to University’s initial submission of the CBC/TB form to District, and who will have more than limited contact with District pupils pursuant to this Agreement, University will conduct background checks and obtain subsequent arrest notifications, and submit additional CBC/TB forms to District, as provided for in this Subsection 9(B).
  - 5) The criminal background check and subsequent arrest notification requirements apply only to University officers, employees and agents who will have more than limited contact with District students in University’s performance of this Agreement. University’s employees, agents or volunteers who will have no contact or only limited contact with District students pursuant to this Agreement are not required to meet criminal background check and subsequent arrest notification requirements. If University asserts that none of its officers, employees or agents will have more than limited contact with District students pursuant to this Agreement, then the Superintendent’s Leadership Team-level Administrator supervising this Agreement has the responsibility to make a reasonable determination of whether University, its officers, employees and agents will have more than limited contact with District students pursuant to this Agreement. The Cabinet member’s determination shall control.
  - 6) In addition to the initial criminal background check, University will obtain subsequent arrest notification to monitor future arrests of University officers, employees and agents who will have more than limited contact with District students pursuant to University’s performance of this Agreement. District shall not be responsible for any costs associated with subsequent arrest notifications.
  - 7) Upon receipt of any notice that any University officer, employee or agent who has more than limited contact with District students pursuant to University’s performance of this Agreement has been arrested for, or convicted of, a serious or violent felony as defined by EC 45125.1 (citing EC 45122.1), a sexual offense as defined by EC 44010, or a controlled substance offense as defined by EC 44011, University will immediately prohibit such University officer, employee or agent from having any contact with District pupils pursuant to this Agreement, and will immediately notify the District of such arrest or conviction.
- C. Failure by University to comply with criminal background check and subsequent arrest notification requirements, as applicable, may result in termination of this Agreement at the District’s sole discretion.

**10. TUBERCULOSIS TESTING**

- A. UNIVERSITY shall ensure that all of its employees, agents or volunteers whose functions require frequent or prolonged contact with District students pursuant to this Agreement will complete tuberculosis examination the same as the examination that is described in California Education Code section 49406. UNIVERSITY shall ensure that all such employees, agents or volunteers who have a written clearance certification have undergone the foregoing examination at least once every four (4) years if the UNIVERSITY is still rendering services to the District.
- B. The District shall not be responsible for the costs of the examination.
- C. UNIVERSITY shall submit written certification to the District, using the attached Criminal Background Check/Tuberculosis Clearance Written Certification Form (“CBC/TB form”), that its employees, agents or volunteers who will have frequent or prolonged contact with students have passed the tuberculosis test requirements. UNIVERSITY shall list such employees, agents or volunteers by name and date of clearance on the CBC/TB form

(ATTACHED).

- D. The tuberculosis clearance requirement applies only to UNIVERSITY's employees, agents or volunteers will have frequent or prolonged contact with students. UNIVERSITY's employees, agents or volunteers who will have no contact or only limited contact with students are not required to meet tuberculosis clearance requirements. If UNIVERSITY asserts that all of its employees, agents or volunteers will have no contact or only limited contact with District students by checking the "no contact" box on the CBC/TB form, the Superintendent's Leadership Team-level Administrator supervising this Agreement will have the responsibility to make a reasonable determination of whether UNIVERSITY, its employees, agents or volunteers will have no contact or only limited contact with students. The District's determination shall control.
- E. UNIVERSITY shall ensure that only its employees, agents or volunteers who have submitted to and passed a tuberculosis clearance, and for whom a CBC/TB form has been submitted to the District, shall have frequent or prolonged contact with students under this Agreement. UNIVERSITY will maintain on file in UNIVERSITY's offices current documentation that each of its employees, agents or volunteers who will have frequent or prolonged contact with students hereunder meets tuberculosis clearance requirements.

**11. STATUS OF UNIVERSITY, DISTRICT, AND UNIVERSITY STUDENTS**

The parties expressly understand and agree that all University Students serving as Interns in District schools pursuant to this Agreement doing so for educational purposes only, and such University Student interns are not considered employees 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 University Student participants of the provisions of this Section. The provisions of this Section shall survive the termination or expiration of this Agreement.

**12. UNIVERSITY INSURANCE**

- A. Without in any way limiting UNIVERSITY's liability pursuant to the "Indemnification" section of this Agreement, UNIVERSITY shall procure and maintain during the full term of this Agreement the following insurance amounts and coverage:
- 1) Comprehensive General Liability Insurance with limits not less than \$2,000,000 (two million dollars) each occurrence and \$4,000,000 (four million dollars) in the aggregate for Bodily Injury and Property Damage (including coverage for claims of sexual abuse and molestation).
  - 2) Commercial Automobile Liability Insurance with limits not less than \$1,000,000 (one million dollars) each occurrence Combined Single Limit for Bodily Injury and Property Damage, including Owned, Non-Owned and Hired auto coverage, as applicable.
  - 3) Workers' Compensation Insurance, with Employer's Liability limits not less than \$1,000,000 (one million dollars) each accident.
  - 4) Professional Liability Errors and Omissions (E & O) Insurance with limits not less than \$1,000,000 (one million dollars) each occurrence and in the aggregate. Coverage shall at a minimum apply to negligent Errors and Omissions arising out of professional services performed by UNIVERSITY under this Agreement, with any deductible not to exceed \$50,000 each claim.
- B. **Commercial General Liability policies must provide the following:**
- 1) Name as Additional Insured the San Francisco Unified School District, its Board, officers and employees.
  - 2) That such policies are primary insurance to any other insurance available to the Additional Insured, with respect to any claims arising out of this Agreement and that such policies apply separately to each insured against whom claim is made or suit is brought.
- C. All policies shall provide thirty (30) days advance written notice to the District of cancellation, non-renewal or reduction in coverage to the following office:  
San Francisco Unified School District  
Contract Office

135 Van Ness Avenue, Room 102  
San Francisco, CA 94102

- D. If any policies are written on a claims-made form, UNIVERSITY agrees to maintain such coverage continuously throughout the term of this Agreement and, without lapse, for a period of three years beyond the expiration of this Agreement, such that should occurrences during the Agreement term give rise to claims made after expiration of the Agreement, such claims shall be covered.
- E. Should any of the required insurance be provided under a form of coverage that includes a general annual aggregate limit or provides that claims investigation or legal defense costs are included in such general annual aggregate limit, such annual aggregate limit shall be double the occurrence or claims limits specified above.
- F. Should any required insurance lapse during the term of this Agreement, requests for payments originating after such lapse shall not be processed until the District receives satisfactory evidence of reinstated coverage as required by this Agreement, effective as of the lapse date. If insurance is not reinstated, the District may, at its sole option, terminate this Agreement effective on the date of such lapse of insurance.
- G. Before commencing any operations under this Agreement, UNIVERSITY must provide the District with the certificates of insurance, and additional insured policy endorsements and with insurers satisfactory to the District, evidencing all coverage set forth above, and shall furnish complete copies of policies promptly upon the District's request.
- H. Nothing in this Section shall prevent UNIVERSITY from providing proof of self-insurance in satisfaction of the requirements of this Section.
- I. Approval of the insurance by the District shall not relieve or decrease the liability of UNIVERSITY hereunder.

**13. UNIVERSITY STUDENT INSURANCE**

University shall ensure that each University Student in the Program procures and maintains in force during the term of this Agreement professional liability insurance covering liability arising from any and all negligent acts or incidents caused by the University Student. Coverage under such professional liability insurance shall be not less than one million dollars (\$1,000,000) for each occurrence and three million dollars (\$3,000,000) in the aggregate. Such coverage is to be obtained from a carrier rated A or better by AM Best.

**14. DISTRICT INSURANCE**

District shall procure and maintain in force during the term of this Agreement coverage under commercial general liability insurance of not less than two million dollars (\$2,000,000) for each occurrence and four million dollars (\$4,000,000) in the aggregate. Such coverage shall be obtained from a carrier rated A or better by AM Best or a qualified program of self-insurance. District shall maintain Professional Liability (E & O) Insurance with limits not less than \$1,000,000 (one million dollars) each occurrence and in the aggregate. Coverage shall at a minimum apply to negligent Errors and Omissions arising out of professional services performed by District under this Agreement, District shall maintain workers' compensation coverage for its employees as required by law. District shall provide University with evidence of the insurance coverage required by this paragraph upon request District shall promptly notify University of any cancellation, reduction, or other material change in the amount of scope of any coverage required hereunder.

**15. NO WORKERS' COMPENSATION LIABILITY**

In accordance with Section 11 ("Status of University, District, and University Students") of this Agreement, 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 University Students or University employees while said University Students or employees are on the premises of 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 University Student regarding the lack of coverage of Workers' Compensation insurance by either Party.

**16. INDEMNIFICATION**



- A. University agrees to indemnify and hold harmless District and its affiliates, directors, trustees, officers, agents, and employees, against all claims, demands, damages, costs, expenses of whatever nature, including court costs and reasonable attorney fees, arising out of or resulting from the negligent or intentional acts or omissions of, or in proportion to the comparative fault, as determined by a court of competent jurisdiction, of the University and/or its University Students, affiliates, directors, trustees, officers, agents, and other employees.
- B. District agrees to indemnify and hold harmless University and its affiliates, directors, trustees, officers, agents, and other employees, against all claims, demands, damages, costs, expenses of whatever nature, including court costs and reasonable attorney fees, arising out of or resulting from the negligent or intentional acts or omissions of, or in proportion to the comparative fault, as determined by a court of competent jurisdiction, of the District and/or its affiliates, directors, trustees, officers, agents, and other employees.
- C. In the event of concurrent negligence of more than one Party, its Board, officers, employees and agents, as determined by a court of competent jurisdiction, the liability for any and all Claims shall be apportioned under the California theory of comparative negligence as presently established or as may hereafter be modified. Nothing in this Agreement shall constitute a waiver or limitation of any rights that a Party may have under applicable law in the event of concurrent negligence of persons or entities other than the Parties.
- D. The Parties agree to reasonably cooperate with each other in the investigation and disposition of third-party liability claims arising out of any services provided under this Agreement. It is the intention of the Parties to reasonably cooperate in the disposition of all such claims. Such cooperation may include joint investigation, defense and disposition of claims of third parties arising from services performed under this Agreement. The Parties agree to promptly inform one another whenever an incident report, claim or complaint is filed or when an investigation is initiated concerning any service performed under this Agreement. In the event of a conflict in interest, each Party may conduct its own investigation and engage its own counsel.
- E. The provisions of this Section shall survive the termination or expiration of this Agreement.

## 17. TERMINATION

This Agreement may be terminated at any time in writing by the agreement of the parties. In the alternative, this Agreement may be terminated upon thirty (30) days written notice, pursuant to Section 18(N) ("Notice to Parties"), by either party to this Agreement. Such termination shall not be deemed to be a breach of this Agreement. In no event shall termination shall take effect with respect to currently participating University Students, who shall be permitted to complete their Internship Placement for any semester in which termination would otherwise occur, except pursuant to Section 4(D) ("Withdrawal from Program").

## 18. GENERAL PROVISIONS

- A. **Modification of Agreement.** This Agreement may be amended only by written agreement executed and approved in the same manner as this Agreement.
- B. **Assignment.** Neither party shall voluntarily or by operation of law, assign or otherwise transfer this Agreement without the other party's prior written consent. Any purported assignment in violation of this paragraph shall be void.
- C. **Captions; Headings.** Captions and headings in this Agreement are solely for the convenience of the parties, are not a part of this Agreement, and shall not be used to interpret or determine the validity of this Agreement or any of its provisions.
- D. **Counterparts.** This Agreement may be executed in any number of counterparts, each of whom shall be deemed an original, but all such counterparts together shall constitute one and the same instrument.
- E. **Incorporation of Recitals.** The recitals set forth in this Agreement are terms of this Agreement and are fully incorporated herein by reference.
- F. **Entire Agreement.** This Agreement is the entire agreement between the parties. No other agreements, oral or written, have been entered into with respect to the subject matter of this agreement.

- G. **Governing Law; Venue.** This Agreement shall be governed, construed, and enforced in accordance with the laws of the State of California, without regard to its conflict of laws rules. The venue for all litigation relative to this Agreement shall be San Francisco, California.
- H. **Severability.** If any term or provision of this Agreement shall be found illegal or unenforceable, this Agreement shall remain in full force and effect and such term or provision shall be deemed stricken.
- I. **NON-DISCRIMINATION (Required by SFUSD Board Policies 0410 and 6141)**
- a. The District is committed to providing equal opportunity for all individuals in education. University understands and agrees that in providing services to the District, it is University's obligation to comply with Board Policy 0410, which requires that all District programs, activities, and practices be free from discrimination based on race, color, ancestry, national origin, ethnic group identification, age, religion, marital or parental status, physical or mental disability, sex, sexual orientation, gender, gender identity or expression, or genetic information; the perception of one or more of such characteristics; or association with a person or group with one or more of these actual or perceived characteristics. To the extent that the services University will provide to the District under this Agreement include the provision of services to students, University further understands and agrees that, in providing such services to the District, University shall adhere to Board Policy 6141, which recognizes that students may discuss or be exposed to controversial issues that may arouse strong reactions based on personal values and beliefs, political philosophy, culture, religion, or other influences. In the event that controversial issues are discussed or presented during the course and scope of University's services under this Agreement, University agrees topics shall be relevant to the student activity and should be designed to develop students' critical thinking skills, ability to discriminate between fact and opinion, respect for others, and understanding and tolerance of diverse points of view. University further understands and agrees that it will not disseminate to students any information, in any form, which reflects adversely upon persons because of their race, color, ancestry, national origin, ethnic group identification, age, religion, marital or parental status, physical or mental disability, sex, sexual orientation, gender, gender identity or expression, or genetic information; the perception of one or more of such characteristics; or association with a person or group with one or more of these actual or perceived characteristics.
- b. University hereby represents and affirms that it is University's policy that its programs, activities, and practices are free from discrimination based on race, color, ancestry, national origin, ethnic group identification, age, religion, marital or parental status, physical or mental disability, sex, sexual orientation, gender, gender identity or expression, or genetic information; the perception of one or more of such characteristics; or association with a person or group with one or more of these actual or perceived characteristics.
- c. University agrees that it will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, ancestry, national origin, ethnic group identification, age, religion, marital or parental status, physical or mental disability, sex, sexual orientation, gender, gender identity or expression, or genetic information; the perception of one or more of such characteristics; or association with a person or group with one or more of these actual or perceived characteristics.
- J. **Waiver.** Either party's failure at any time to enforce any default or right reserved to it, or to require performance of any of the Agreement's terms, covenants, or provisions by the other party at the time designated, shall not be a waiver of any such default or right to which the party is entitled, nor shall it in any way affect the right of the party to enforce such provisions thereafter.
- K. **Compliance with Americans with Disabilities Act.** University acknowledges that, pursuant to the Americans Disabilities Act (ADA), programs, services and other activities provided by a public entity to the public, whether directly or through a contractor, must be

accessible to the disabled public. University shall perform the activities specified in this Agreement in a manner that complies with the ADA and any and all other applicable federal, state and local disability rights legislation. University agrees not to discriminate against disabled persons in the provision of services, benefits or activities provided under this Agreement and further agree that any violation of this prohibition on the part of University, its University Student interns, employees, agents or assigns will constitute a material breach of this Agreement. University shall inform its University Student interns in writing of the provisions of this Section.

- L. **Compliance with Laws.** University shall keep itself fully informed of the applicable state and federal law affecting the performance of this Agreement, and shall at all times comply with such laws as they may be amended from time to time. University is responsible to inform its University Student interns in writing of the provisions of this Section.
- M. **Dispute Resolution.** Should any dispute arise as to the implementation of this Agreement, the matter shall be handled as follows prior to any action or resort to any other legal remedy. District and University agree to exercise their best efforts, and to negotiate in good faith, to amicably resolve any dispute that may arise concerning the performance by either Party of their obligations under this Agreement. If District's and University's designees cannot resolve disputes through such negotiations, then the Parties will escalate the dispute to their respective executives at a higher level of management than the designees.
- N. **Notice to the Parties.** Notices required under this Agreement shall be sent to the parties by certified or registered mail, return receipt requested, postage prepaid, at the addresses set forth below:

**Notice to the District:**

SITE/DEPARTMENT	<b>Special Education Services, Screening &amp; Assessment</b>
<b>CONTACT PERSON</b>	<b>Lisa Miller</b>
STREET ADDRESS	<b>3045 Santiago Street</b>
CITY, STATE, ZIP	<b>San Francisco, Ca. 94116</b>
TELEPHONE	<b>(415) 759-2219</b>
EMAIL	<b>MillerL1@sfusd.edu</b>

**Notice to the University:**

UNIVERSITY	<b>CALIFORNIA STATE UNIVERSITY, EAST BAY</b>
<b>CONTACT PERSON</b>	<b>Greg Jennings, Ph.D</b>
STREET ADDRESS	<b>25800 Carlos Bee Blvd.</b>
CITY, STATE, ZIP	<b>Hayward, CA 94542</b>
TELEPHONE	<b>707) 319-9539</b>
EMAIL	<b>greg.jennings@csueastbay.edu</b>

**PARTY SIGNATURES TO AGREEMENT**

IN WITNESS WHEREOF the Parties hereto have executed this Agreement per SFUSD Board of Education Resolution #: 103-72610 approved on the date of 3-17-16.  
[See attached 'Approved Board of Education Resolution'.]


For  
**CALIFORNIA STATE UNIVERSITY, EAST BAY**

For  
**SAN FRANCISCO UNIFIED SCHOOL DISTRICT**

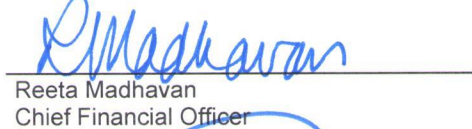
APPROVED:

APPROVED:

BY:

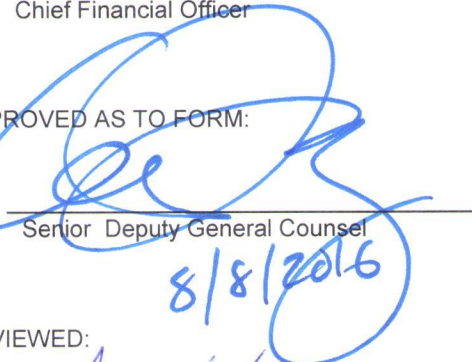
  
Authorized Signature  
**Dr. James Zarrillo**  
Dean, College of Education & Allied Studies

BY:

 8/15/16  
Reeta Madhavan  
Chief Financial Officer

APPROVED AS TO FORM:

BY:

  
Senior Deputy General Counsel  
8/8/2016

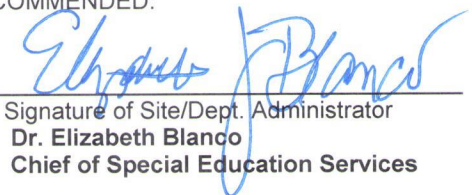
REVIEWED:

BY:

  
Contracts Office

RECOMMENDED:

BY:

  
Signature of Site/Dept. Administrator  
**Dr. Elizabeth Blanco**  
Chief of Special Education Services

**San Francisco Unified School District  
Criminal Background Check/Tuberculosis Clearance Written Certification Form  
FOR UNIVERSITY OFFICERS, EMPLOYEES AND AGENTS**

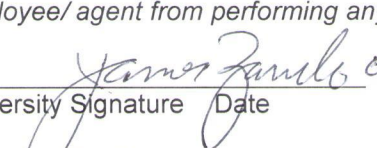
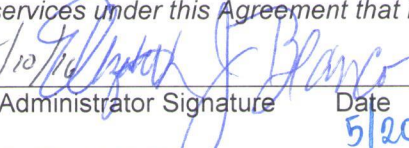
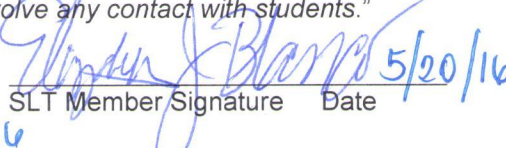
Name of UNIVERSITY:	<b>CALIFORNIA STATE UNIVERSITY, EAST BAY</b>
Services to be performed under the Agreement*:	<b>INTERNSHIP IN DISTRICT SCHOOL(S) AS PER AGREEMENT.</b>
School(s)/Location(s) where services are being performed*:	<b>VARIOUS SFUSD SITES</b>
Term of Agreement*:	<b>FY 2016-2019</b>

\*Provided as a summary only; provisions of the Agreement between University and District regarding this subject matter shall control.

**UNIVERSITY shall check the applicable boxes and fill in all applicable blanks.**

<b>CRIMINAL BACKGROUND CHECK AND SUBSEQUENT ARREST NOTIFICATION</b>		
1.	<input checked="" type="checkbox"/>	University officers, employees and agents will have <b>ONLY LIMITED CONTACT OR NO CONTACT</b> with District students pursuant to the Agreement. By checking this box, University certifies that University officers, employees and agents will have no contact, or only limited contact, with District students pursuant to the Agreement.
2.	<input type="checkbox"/>	University's officers, employees and agents, <u>listed below/ attached</u> , will have <b>MORE THAN LIMITED CONTACT</b> with District students pursuant to this Agreement. <b>INSERT NAMES OF EMPLOYEES AND DATES OF CLEARANCE</b> (Attach and sign additional pages, as needed.)  By checking this box, University certifies that its officers, employees and agents noted above/ attached have been fingerprinted under procedures established by the California Department of Justice and the FBI, and the results of those fingerprints reveal that none of these individuals has been arrested or convicted of a serious or violent felony per California Education Code ("EC") section 45125.1 (citing EC 45122.1), a sexual offense per EC 44010, or a controlled substance offense per EC 44011, and University certifies that it has requested subsequent arrest notification for these individuals.
<b>TUBERCULOSIS CLEARANCE</b>		
3.	<input checked="" type="checkbox"/>	University's employees, agents or volunteers will <b>ONLY HAVE LIMITED OR NO CONTACT</b> with District students (as defined by District).
4.	<input type="checkbox"/>	University's employees, agents or volunteers, <u>listed below/attached</u> , will have <b>MORE THAN LIMITED OR PROLONGED CONTACT</b> with District students (as defined by District) in the performance of this Agreement, and have a written TB clearance certification on file with University. <b>INSERT NAMES OF INDIVIDUALS AND DATES OF T.B. CLEARANCE</b> (Attach and sign additional pages, as needed.)

**Further Certification by University:** *"I hereby certify on behalf of University that the information provided herein is true and accurate. I further agree that during the term of this Agreement, University learns of additional information that differs from the responses provided above, including but not limited to hiring new personnel and/or notice of a subsequent arrest, University will immediately forward this information to District. If University receives any subsequent arrest notification, I certify that University will immediately notify District and bar such officer, employee/ agent from performing any services under this Agreement that involve any contact with students."*

 _____ University Signature	Date 05/10/16	 _____ Administrator Signature	Date 5/20/16	 _____ SLT Member Signature	Date 5/20/16
Dr. James Zarrillo Print name of Signatory		Dr. Elizabeth Blanco Print name of Administrator		Print name of Superintendent's Leadership Team Member	