

**CALIFORNIA STATE UNIVERSITY, EAST BAY  
AGREEMENT FOR FURNISHING CLINICAL LABORATORY EXPERIENCE  
AND THE USE OF DISTRICT FACILITIES**

THIS AGREEMENT, made and entered into this 1st day of September, 2008, 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 Bayshore Elementary School District hereinafter called the "DISTRICT."

WITNESSETH

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

WHEREAS, UNIVERSITY requires special facilities for the purposes of providing training and desires to supplement its Teaching Program through experience, more particularly by gaining access to the use of facilities at DISTRICT; and

WHEREAS, DISTRICT has facilities and programs for such training and experience and as a community and professional service is willing, under the terms and conditions hereinafter set forth, to allow UNIVERSITY to utilize those facilities and programs hereinafter set forth for training and experience purposes; and

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

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

NOW, THEREFORE, DISTRICT AND UNIVERSITY HEREBY MUTUALLY AGREE AS FOLLOWS:

- I. Subject to such reasonable rules and regulations as DISTRICT shall from time to time adopt, DISTRICT SHALL:
  - A. Participate with UNIVERSITY in planning and implementing the clinical education of students;
  - B. Have the right to require the withdrawal from DISTRICT of any student who does not comply with the requirements of the program or the rules and regulations of the DISTRICT;
  - C. Designate lines of authority and communication for relations between UNIVERSITY faculty and DISTRICT personnel so as to carry out the purposes of the agreement;
  - D. Permit members of the staff of DISTRICT to participate in training experiences to be afforded to the students of UNIVERSITY on an advisory and consulting basis at such times and in such number as DISTRICT shall

determine, to the extent that such participation does not interfere with normal DISTRICT activity;

- E. Respect and maintain the confidentiality of information furnished by UNIVERSITY and DISTRICT;

II. UNIVERSITY shall:

- A. Participate with DISTRICT in planning and implementing the clinical education of students;
- B. Recommend for fieldwork only those students who possess a satisfactory record and have met the minimum requirements established by UNIVERSITY for the particular program;
- C. Require each student to undergo health examinations and such other medical examinations and protective measures as DISTRICT may from time to time require.
- D. Designate lines of authority and communication for relations between the UNIVERSITY faculty and DISTRICT personnel so as to carry out the purpose of the agreement;
- E. Retain general responsibility for instruction, supervision, control, evaluation and related matters concerning student participation in the field training program at DISTRICT, subject to such sharing of responsibility with DISTRICT as shall be agreed upon by DISTRICT and UNIVERSITY. Student discipline shall be the exclusive responsibility of the UNIVERSITY; however the DISTRICT retains the right to terminate the participation of any student who, at the discretion of the Facility or University, does not comply with the requirements of the program or the rules and regulations of the DISTRICT;
- F. Enforce the rules, regulations and requirements governing the students participating in the clinical program; said rules, regulations and requirements to be agreed upon by DISTRICT and UNIVERSITY.
- G. Agree that no person, client, staff or student shall, on the basis of race, color, religion, national origin, sex, age or handicapping condition, be excluded from participation in, be denied the benefit of, or be subjected to discrimination under this agreement.

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

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

- V. Neither the UNIVERSITY nor staff nor students shall by virtue of this agreement be a paid employee of the DISTRICT for any purpose whatsoever, nor shall it or they be entitled to any of the rights, privileges or benefits of DISTRICT employees. UNIVERSITY shall be deemed at all times an independent contractor and shall be wholly responsible for the manner in which it performs the services required of it under this agreement. UNIVERSITY assumes exclusively the responsibility for the acts of its employees and students as they relate to this agreement.
- 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 than 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 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.
- VI. UNIVERSITY shall be responsible for damages caused by the negligence of its officers, employees and agents: DISTRICT shall be responsible for the damages caused by the negligence of its officers, employees and agents. The intent of this paragraph is to impose responsibility on each party for the negligence of its officers, employees and agents.
- VII. It is understood and agreed that DISTRICT shall have the right to require all students who are designated for participation in field education training hereunder to agree in writing to release DISTRICT and all of its representatives from liability for any and all acts performed in good faith and without malice in connection with such clinical education.
- VIII. It is understood and agreed that DISTRICT shall have the right to require all students who are designated for participation in field education training hereunder to authorize and consent in writing to the release of information by DISTRICT and its representatives to UNIVERSITY concerning students' competence, ethics, character and performance in the program as long as such releases of information is made in good faith and without malice and to agree in writing to release DISTRICT and all of its representatives from liability for so doing.
- IX. UNIVERSITY shall not assign, sell, or otherwise transfer this agreement or any interest herein without prior written consent of DISTRICT thereto; provided, however, such consent shall not be unreasonably withheld. This agreement shall be binding upon and insure to the benefits of the parties and their respective successors and assigns.

X. This agreement shall become effective upon execution and shall continue until December 31, 2011; 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. DISTRICT and UNIVERSITY except when so waived in writing by the other party, shall each perform fully any obligations under this agreement relating to an event occurring or circumstances existing prior to the date of termination.

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

A. Notice to DISTRICT: Bayshore Elementary School District

B. Notice to UNIVERSITY:

One copy to: California State University, East Bay  
 Procurement Office - WA 715  
 Attn: Deborah A. Haynes, Buyer II  
 25800 Carlos Bee Blvd  
 Hayward, CA 94542

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.

BAYSHORE ELEMENTARY SCHOOL DISTRICT

CALIFORNIA STATE UNIVERSITY, EAST BAY

By Norman D. Fibert

By Deborah A. Haynes

Name Norman D. Fibert

Name Deborah A Haynes

Title Superintendent

Title Buyer II

Date 10/22/08

Date \_\_\_\_\_

School Board Certification: By Rachel Garibaldi

Name Rachel Garibaldi

Title Board Clerk

Date 10/22/08

### Addendum

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

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

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

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

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