

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

CREDENTIALS

THIS AGREEMENT, made and entered into this 1st day of January, **2015**, 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 CAMBRIAN SCHOOL DISTRICT herein after called the "**AGENCY**".

WITNESSETH

WHEREAS, TRUSTEES have approved a Clinical School Counseling and/or School Psychology 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, on the basis of religion, race, color, national origin, ancestry, ethnic group identification, sex, physical handicap, mental disability, medical condition, marital status, age (over 40) or sex 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 **AGENCY** 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, 2020; 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**:

CAMBRIAN SCHOOL DISTRICT
Carrie Andrews, Interim Superintendent
4115 Jacksol Drive, San Jose, CA 95124
408-377-2103 | HopeS@cambrian.sd.org

B. Notice to **UNIVERSITY**:

Mail three copies to:

Deborah Haynes, Buyer III
California State University East Bay
Procurement Office – SA 2750
25800 Carlos Bee Blvd, Hayward, CA 94542
510-885-3842/Fax: 885-4258 | Deborah.haynes@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.

CAMBRIAN SCHOOL DISTRICT

By Steve Hope

Name STEVE HOPE

Title INTERIM ASST. SUPERINTENDENT

Date 11/19/14

CALIFORNIA STATE UNIVERSITY EAST BAY

By Deborah Haynes

Name Deborah Haynes

Title Buyer III

Date 12-07-2014

SCHOOL BOARD CERTIFICATION (if applicable)

By Jeneva Sneed

Name JENEVA SNEED

Title BOARD MEMBER, SECRETARY

Date 11/6/14

Addendum

This 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.

Student Placement Agreement/MOUs
Request form

The request to execute a student placement agreement with an agency requires the university and facility contact person information for sending the request for implementation to the appropriate administrator.

I. Name of Agency: Cambrian School District

a. Administrator Contact Information

Name:	Carrie Andrews
Title	Interim Superintendent
Department:	District Office
Telephone Number:	408-377-2103
Email:	andrewsc@cambriansd.org
Mailing Address:	4115 Jacksol Drive San Jose, CA 95124

b. Program Coordinator Contact Information:

Name:	Carrie Andrews
Title	Interim Superintendent
Department:	District Office
Telephone Number:	408-377-2103
Email:	andrewsc@cambriansd.org
Mailing Address:	4115 Jacksol Drive San Jose, CA 95124

II. CSU East Bay

a. Program Coordinator Contact Information:

Name:	Greg Jennings
Title:	Professor
Phone:	(510) 885-2296
Email:	Greg.jennings@csueastbay.edu
Mailing Address:	California State University, East Bay Department of Educational Psychology 25800 Carlos Bee Blvd., AE 382A Hayward CA 94542

Type out this form completely and *email to Dr. Jennings <greg.jennings@csueastbay.edu> as soon as you know your placement, before starting your placement. Please also copy and return to your CSUEB faculty supervisor the first week of your Fieldwork.

By completing this Practicum Information sheet, you have agreed to be a fieldworker/intern within the district. Any changes to the information provided on this sheet (e.g., district, school, supervisor), requires consultation and approval from Program Coordinator.

Trainee's Name _____ Stephanie Tiu _____
Entry Year _____ 2012 _____ Year in Program 3_ (1,2,3) Academic Year of Placement 2014-2015
Best phone# _____ 650.248.3172 _____ Other Phone _____
CSUEB e-mail address: schen59@horizon.csueastbay.edu

School District (1) Cambrian (2) Los Gatos –Saratoga Union High School District

**Site Supervisor (1) _____ Kevin Comartin _____

Supervisor School Phone _____ Supervisor Cell Phone _____ 408.455.0197 _____
Supervisor e-mail _____ comartink@cambriansd.org _____

Supervisor Credentials: PPS School Psy. MA/MS Ph. D MFT

Site Supervisor (2) _____ Mike Slone _____

Supervisor School Phone _____ Supervisor Cell Phone _____ 408-355-0019 _____
Supervisor e-mail _____ mslone@lgsuhd.org _____

Supervisor Credentials: PPS School Psy. MA/MS Ph. D MFT

Other (specify) _____

	School Site(s)	Phone #
Monday	Saratoga High School (2)	408-867-3411
Tuesday	Ida Price Middle School (1)	408-377-2532
Wednesday	Farnham (1)	(408) 377-3321
Thursday	Farnham (1)	(408) 377-3321
Friday	Ida Price Middle School (1)	408-377-2532

Director of Special Ed. or Coordinator of School Psychs. _____ Mark Loos _____
Phone # _____ 408-377-2103 _____ Fax # _____ 408-377-5944 _____

District Address 115 Jacksol Dr San Jose, CA 95124

**Supervisor #1 will receive Agreements if a Univ. agreement is required. Practicum_InfoShetCCSP_2011 5/2011