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 FRANKLIN-MCKINLEY 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, 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 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 State 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, 2016; 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:
FRANKLIN-MCKINLEY SCHOOL DISTRICT
Rudolph Herrera, Deputy Superintendent
645 Wool Creek Drive
San Jose, CA 95112
408-283-6000/408-283-6105
paula.boling@fmsd.org

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

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.

FRANKLIN-MCKINLEY SCHOOL DISTRICT
By
Name Rudolph V. Herrera
Title Deputy Superintendent, H.R.
Date 11/8/11

SCHOOL BOARD CERTIFICATION
By
Name Keith Nguyen
Title Board President
Date 11/8/11

CALIFORNIA STATE UNIVERSITY EAST BAY
By
Name Deborah Haynes
Title Buyer II
Date 12-02-11

CALIFORNIA STATE UNIVERSITY EAST BAY
By
Name Laura Learned
Title Contract Administrator
Date 11/16/11
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.