

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

**THIS AGREEMENT** made and entered into this 25th day of August, 1971, by and between

California State UNIVERSITY, hereinafter called the "**TRUSTEES**", on behalf of California State University, East Bay, hereinafter "**UNIVERSITY**", and Clavis United School District, hereinafter "**DISTRICT**".

**WHEREAS, TRUSTEES** have approved a Clinical School Counseling and/or School Psychology Program at **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 use of facilities at **DISTRICT**

**WHEREAS, DISTRICT** has facilities and programs available to furnish such training, and **DISTRICT**, in the interest of the 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, DISTRICT** desires to maintain and improve its existing standards of **DISTRICT** 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 **DISTRICT** to supplement their learning experience;

**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. Participants with **UNIVERSITY**:

B. Afford to each student designated in writing by **UNIVERSITY** pursuant to Section II hereof:

determined by **DISTRICT** and **UNIVERSITY**; provided, however, that the clinical experiences to be afforded hereby shall take place only at such times and places as to be mutually agreed upon by **DISTRICT** and **UNIVERSITY**.

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 **DISTRICT**.

D. Have the right to require the withdrawal from **DISTRICT** of any student who does not comply with

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

F. Permit members of the staff of **DISTRICT** 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 **DISTRICT** shall

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 **DISTRICT**, and **DISTRICT'S** determination in this regard shall be final. Such emergency health care services shall also be provided to any member of the faculty of **UNIVERSITY** who is 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 **DISTRICT**;

II. **UNIVERSITY** shall:

A. Participate with **DISTRICT** in planning and implementing the clinical education of students,

B. Designate in writing, prior to the commencement of each clinical program, the names of those students eligible to participate in the program. The number of students eligible to participate in the program shall be determined by **DISTRICT** 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 **DISTRICT** or have each student furnish to **DISTRICT** the following information: student's immunizations and blood-borne pathogens training are in accordance with the **DISTRICT'S** health policies. The health documentation should include written evidence of the following:

1. P.P.D. skin test and, if positive, chest X-Ray
2. Rubella titer
3. Rubella 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 **DISTRICT**;

F. Provide instructors with such qualifications, in sufficient number, and at such times as are approved by **DISTRICT** so that the purposes of this program shall be achieved. Such instructors and/or retaining them with **DISTRICT'S** policies and practices regarding clinical instruction. Instructors shall meet periodically at such times as **DISTRICT** and **UNIVERSITY** shall determine with **DISTRICT** personnel to review student progress and the program in general.

**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 any student who, at the discretion of the **DISTRICT** or the **UNIVERSITY** does not comply with the requirements of the

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 by the **UNIVERSITY** and necessary to the immediate and effective operation of the **UNIVERSITY** to reimburse **DISTRICT** 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, **UNIVERSITY** and **DISTRICT** share the responsibility to meet the legal requirements and accommodations at the workplace under the American with Disabilities Act.

L. Mandatory Instruction and Reporting: Before a student is assigned to the **DISTRICT** for placement in a student teaching assignment the **UNIVERSITY** shall mandate reporting of child abuse (Penal Code sections 11164-11174.35)

III. It is understood and agreed by the parties that all students shall not engage in-inherent care activities and shall not employ **DISTRICT** staff or other of their educational training and subject to any and all applicable laws.

IV. Except as specifically provided in this agreement, no legal obligation or liability 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 an 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.

VI. **UNIVERSITY** shall require that students and instructors provide and maintain liability insurance in the amount of \$1,000,000 per claim with a total of \$3,000,000 in aggregate, with insurance carriers approved by **DISTRICT**, in accordance with **DISTRICT**'s bylaws, rules, and regulations.

**DISTRICT** 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** shall require that the **DISTRICT**, the California State University, Office of the Chancellor, the **TRUSTEES** and its 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 activities of the **STATE** and its employees in the course of their official duties. The **STATE** shall own property in an amount no less than \$1,000,000 per person and no less than \$3,000,000 aggregate per occurrence and that vehicle insurance coverage applicable to its effect with minimum coverage of \$1,000,000 per occurrence.

The DISTRICT shall procure and maintain General Liability Insurance, comprehensive or commercial form, with a \$ 1,000,000 minimum limit for each Occurrence and minimum limit of \$2,000,000 General Aggregate, as mutually agreed upon by the DISTRICT and UNIVERSITY.

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 DISTRICT will provide workers' 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 DISTRICT against all claims, damages, errors, omissions, or willful misconduct 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, used in the course of the DISTRICT's activities. UNIVERSITY assures the DISTRICT that the students are covered by a Professional Liability policy and that the DISTRICT will be an "additional insured".

The DISTRICT 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 any negligent or willful misconduct of the DISTRICT.

Agreement.

IX. It is understood and agreed that DISTRICT shall have the right to require all students participating in clinical education hereunder to agree in writing to release DISTRICT 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 DISTRICT shall have the right to require all students participating in clinical education hereunder to authorize and consent in writing to the release of information by DISTRICT and its representatives to UNIVERSITY concerning student's competence, ethics, character and performance. DISTRICT and UNIVERSITY agree in writing to release DISTRICT and all of its representatives from liability for so doing.

Solicitation of prospective students without the prior written approval of the DISTRICT thereto.

DISTRICT 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 approval of the DISTRICT.

agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.

DISTRICT shall not assign, sell, or otherwise transfer this agreement or any interest herein without prior written approval of the UNIVERSITY.

agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.

termination. In addition, the **UNIVERSITY** and the **DISTRICT** 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 or mailed, postage prepaid, to the appropriate recipient thereof, as follows:

A. Notice to **DISTRICT**: Clovis Unified School District  
Barry Jaeger, Associate Superintendent, Human Resources

450 Herndon Avenue  
Clovis, CA 93219  
559-327-9308 | BarryJaeger@cusd.com


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.

CLOVIS UNIFIED SCHOOL DISTRICT

CALIFORNIA STATE UNIVERSITY EAST BAY

By 

By 

Name Barry Jaeger

Name Deborah Haynes

Title Associate Superintendent, HR

Title Buyer II

Date August 25, 2014

Date 9/10/2014

SCHOOL BOARD CERTIFICATION (if applicable)

By \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

## Addendum

This addendum is required by the Board of Behavioral Science Examiner 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 student's written reports, student logs, and verbal accounts. In addition, the UNIVERSITY shall maintain regular telephone contact the DISTRICT supervisorial 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.

UNIVERSITY in a timely manner of any difficulties in the work performance of students.