California State University
Memorandum of Understanding and Agreement
to Provide Fieldwork Placements to University Students
for the
Speech-Language Pathology Assistant (SLPA) Certificate Program

This agreement is between the Jefferson School District ("Agency") and the California State University ("University"), who may be referred to collectively as the parties. This Agreement describes and confirms the expectations and responsibilities of the Parties regarding the Internship Program through which University students ("Unpaid Interns") will gain experience in the public school or private practice setting. This agreement applies to unpaid service learning placements for University-enrolled students.

TERM OF THE AGREEMENT

This Agreement shall remain in effect for a term of 5 years beginning December 3, 2019 and ending December 3, 2024, unless terminated sooner. Either party may terminate this Agreement on 30 days' written notice to the other party; provided, however, that credential candidates shall be allowed to conclude any ongoing assignments. Performance under this Agreement shall be reviewed annually, and the parties may agree to annual extensions after expiration of the initial term.

AGENCY AND SCHOOL ADMINISTRATOR RESPONSIBILITIES

1. The Agency will provide the SLPA students with supervised internship experience. The Agency's Designated Supervisor(s) will hold an appropriate degree, credential or license in the specified field, if any is required for that field, and at least two years' experience in that field. The Supervisor will provide the SLPA student with 100% supervision during direct client contact. Supervision may be shared among more than one qualified Agency staff member.
2. The Agency will designate a member of its staff to participate with the University's designee in planning, implementing, and coordinating the Internship Program.
3. The Agency will maintain complete records and reports on each SLPA student's performance and provide an evaluation to the University on forms the University shall provide.
4. The Agency may, in its sole discretion, refuse to accept as a participant in the Internship Program any University student assigned to participate, and, upon request of the Agency, University shall withdraw the assignment of any University student participant.
5. After the Agency accepts the assignment of a SLPA student, the Agency may terminate the internship for "good cause." "Good cause" may include, but is not limited to failure to perform satisfactorily, refusal to follow Agency administrative policies, procedures, rules and regulations, or violation of any federal or state law. The Agency will immediately notify University in writing if it terminates an assignment. The Agency reserves the right to ban anyone from Agency facilities when the Agency finds, in its sole discretion that the presence of the person poses a threat or disrupts operations. University is responsible for informing its student participants of the provisions of this Section. Agency will immediately notify University, if Agency knows or suspects any professional or ethical

or legal violations. University will cooperate with Agency in any investigation concerning the reported violation.

6. Agency shall, on any day when a SLPA student is receiving training at its facilities, arrange for the SLPA student to receive any necessary emergency health care or first aid for accidents occurring in its facilities. Except as provided in this paragraph, Agency shall have no obligation to furnish medical care, surgical care or other health care to any SLPA student.

UNIVERSITY RESPONSIBILITIES

1. University will work collaboratively with the Agency's HR department, administration, and staff in the assignment of the SLPA student.
2. University will confer regularly with Agency and site administration and Agency-employed mentor/liaison through meetings, telephone calls, and/or e-mail.
3. University will immediately notify appropriate Agency and site administration if University administration has knowledge of or suspects any professional or ethical violations by a SLPA student at the fieldwork location. University and Agency agree they will cooperate in any investigation concerning the reported violation.
4. University will guarantee that SLPA students and university supervisors have appropriate tuberculosis and fingerprinting clearance, including subsequent arrest notification service.
5. University will instruct SLPA students in state laws regarding child abuse reporting, sexual harassment and professional conduct.
6. University supervisors will conduct systematic and regular observations of SLPA Fieldwork students' performances in the Agency's fieldwork location.
7. University will be responsible for ensuring that SLPA students have appropriate insurance coverage.

SLPA FIELDWORK STUDENT RESPONSIBILITIES

1. Provide the Agency with the following documentation:
    a. a copy of the letter from the University assigning the student to the Agency.
    b. a background check fingerprint clearance report.
    c. a negative tuberculosis test result, and
2. Comply with all applicable terms and provisions of this Agreement while serving as a SLPA student.
3. Comply with the Agency's policies and procedures, and applicable state and federal laws and regulations while serving as a SLPA student.
4. Provide services to Agency clients only under the direct supervision of Agency staff.
5. Maintain the confidentiality of client information. No SLPA student will have access to or have the right to receive any Agency client records, except to the extent necessary in the regular course of assisting in providing services to clients as part of the internship program. The discussion, transmission, or narration in any form by SLPA students of any individually identifiable client information, educational, medical or otherwise, which is obtained in the course of the internship program is forbidden except as a necessary part of the practical internship experience. Otherwise, SLPA students shall use de-identified information only (and not personally identifiable client information) in any discussions about the internship experience with University, its employees, agents or others.

STATUS OF AGENCY AND UNIVERSITY STUDENTS

The parties expressly understand and agree that all University students serving as SLPA students in Agency schools pursuant to this Agreement are doing so for educational purposes only, and SLPA students are not considered employees of the Agency 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 notice to its student participants of the provisions of this Section. The provisions of this Section shall survive the termination or expiration of this Agreement.

LIABILITY INSURANCE & WORKERS' COMPENSATION

The University shall take out and maintain a "claims-made" policy of general liability and professional liability insurance (including personal injury with limits not less than $1 million per loss and damage to property of others up to $5,000 per incident), with extended reporting period of three (3) years, covering SLPA students, and naming Agency as an additional named insured under such insurance policy or policies. Further, University agrees to maintain professional and comprehensive general liability insurance, with no exclusion for molestation or abuse, at a minimum of Five Million Dollars ($5,000,000) per occurrence and Twenty-Five Million Dollars ($25,000,000) in aggregate throughout the course of this Agreement.

Further, University shall provide written notice that should any of the above described policies be cancelled before the expiration thereof, notice will be delivered in accordance with the policy provisions. University also agrees to maintain statutory Workers' Compensation coverage on SLPA students, any individuals characterized as employees of University and instructors working at Agency pursuant to this Agreement at all times during the course of this Agreement.

University shall provide certificates evidencing all coverage referred to in this Section within thirty (30) days of execution of this Agreement and thereafter, on an annual basis. If the coverage is on a claims-made basis, University hereby agrees that not less than thirty (30) days prior to the effective date of termination of University's current insurance coverage or termination of this Agreement, University shall either purchase three (3) year tail coverage per claim or provide proof of continuous coverage in the above stated amounts for all claims arising out of incidents occurring prior to termination of University's current coverage or prior to termination of this Agreement, as applicable, and provide Agency a certificate of insurance evidencing such coverage.

The University is permissibly self-insured through the State of California for automobile liability.

The Agency shall be named as an additional insured or covered party on the liability coverages maintained by the University set forth above, and such coverages shall be primary to any coverages maintained by the Agency. Limits of liability for each type of liability coverage shall be at least $1 million per claim per occurrence/ $2 million aggregate. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply

on a primary and non-contributory basis for the benefit of Agency before the Agency's own insurance or self-insurance shall be called upon to protect it as a named insured.

NO WORKERS' COMPENSATION LIABILITY

The Parties agree that the Agency 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 SLPA student or University employees while they are on the premises of the Agency 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 SLPA student regarding the lack of coverage of Workers' Compensation insurance by the Agency.

INDEMNIFICATION

University shall defend, indemnify and hold Agency and its officials, employees and agents, harmless from and against any and all liability, loss, expense, attorneys' fees, or claims for injury or damages arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of University, its officials, agents, or employees.

Agency shall defend, indemnify and hold University, its officials, employees and agents, harmless from and against any and all liability, loss, expense, attorneys' fees, or claims for injury or damage arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of Agency, its officials, agents, or employees.

ADDITIONAL PROVISIONS

1. Nothing contained in this Agreement shall be deemed or construed to create a joint venture, partnership, principal-agent or employment relationship between the parties and neither party shall have the authority to bind the other party for any purpose.
2. This Agreement and the rights and obligations of the parties shall be governed and construed by the laws of the State of California. Any lawsuit concerning or arising out of this Agreement shall be venued in the county in which the Agency is located.
3. This Agreement supersedes all prior and contemporaneous agreements and understandings between the parties, both oral and written, with respect to its subject matter and constitutes the complete agreement and understanding between the parties, unless modified in a writing executed by both parties.
4. In the event of a dispute between the parties arising from this Agreement, the parties agree to mediate the dispute before initiating litigation. The Parties agree that with regard to any dispute or claim related to this Agreement, prior to the initiation of a lawsuit or other legal action, they shall and must, in good faith, submit the claim or dispute to mediation with any mutually agreeable neutral. The costs of the neutral will be split equally between the Parties. The prevailing party shall be entitled to recovery from

the losing party the prevailing party's reasonable expenses (fees and costs) incurred in the lawsuit or legal action as allowed by law.

5. If any provision of this Agreement is determined to be invalid or unenforceable, that provision shall be amended to achieve as nearly as possible the same effect as the original provision, and the remainder of this Agreement shall remain in full force and effect.
6. No delay or failure by either party to act in the event of a breach or default hereunder shall be construed as a waiver of that or any succeeding breach or a waiver of the provision itself.
7. This Agreement may be executed in any number of counterparts, each of which shall be an original as against any party whose signature appears and all of which together shall constitute one and the same instrument.

NOTIFICATION

1. 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: Jefferson School District
1219 Whispering Wind Drive
Tracy, CA 95377
209-836-3388

B. Notice to **UNIVERSITY**:

<u>Department:</u>

California State University, East Bay
Jenny Rosenquist, MA, CCC-SLP
SLPA Program Coordinator
25800 Carlos Bee Blvd,
MB 1099
Hayward, CA 94542
510-885-4278/jenny.rosenquist@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.

AGENCY	UNIVERSITY
AGENCY	CALIFORNIA STATE UNIVERSITY, EAST BAY
By _____	By _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____