AGREEMENT BETWEEN THE
SAN DIEGO UNIFIED SCHOOL DISTRICT
AND
SAN DIEGO STATE UNIVERSITY

This agreement is entered into by and between the San Diego Unified School District, 4100 Normal Street, San Diego, California 92103, hereinafter referred to as the “DISTRICT,” and the San Diego State University (including
- College of Arts and Letters
- College of Business Administration
- College of Education
- College of Engineering
- College of Health and Human Services
- College of Professional Studies and Fine Arts
- College of Sciences
- Imperial Valley Campus

), 5500 Campanile Drive, San Diego, California 92182, hereinafter referred to as the “UNIVERSITY.”

RECITALS

WHEREAS, the DISTRICT is able to provide supervised field experience for graduate and undergraduate students at San Diego State University, and;

WHEREAS, this experience would further the professional training of such students, and;

WHEREAS, the DISTRICT believes the services to be provided by the students as part of their learning experience would be of benefit to the DISTRICT, and;

WHEREAS, it is to the mutual benefit of the parties hereto that students of the UNIVERSITY use the education facilities of the DISTRICT for their fieldwork experience.

NOW, THEREFORE, in consideration of the covenants, conditions and stipulations hereinafter expressed and in consideration of the mutual benefits to be derived there from, the parties hereto agree as follows:

I

TERM

The term of this Agreement shall commence on July 1, 2011, and shall end on June 30, 2016, subject to the provisions of Section VI.

II

RESPONSIBILITIES OF THE UNIVERSITY

1. The UNIVERSITY shall designate in writing a faculty member of the respective college to serve as liaison to the DISTRICT.

2. The UNIVERSITY shall complete periodic evaluations of the student regarding his/her performance at the DISTRICT.
3. The UNIVERSITY will assure that the student shall be eligible for fieldwork only after satisfactory completion or concurrent enrollment in all required courses and field experiences.

4. The UNIVERSITY will assure that acceptance as a fieldwork student will be based on an application review and personal interview process by and on the approval of the UNIVERSITY and DISTRICT.

5. The UNIVERSITY will assure that the student will participate in the DISTRICT program for the duration of the academic or school semester, provided that the student remains in good standing with the UNIVERSITY.

6. The UNIVERSITY will inform the student of the student's responsibilities as a participant in the fieldwork program. The UNIVERSITY will take reasonable steps to ensure that the student adheres to the student's responsibilities. These responsibilities are mutually agreed upon by the UNIVERSITY and the DISTRICT. Such responsibilities include, but are not limited to, completion of prerequisite DISTRICT clearances, notices, and/or applications.

7. The UNIVERSITY and the DISTRICT agree that selection and placement of students shall not discriminate against a student for reasons of race, sex, creed, color or age or any other characteristic or condition protected by state or federal law.

8. The UNIVERSITY will assure that the student shall be fingerprinted and cleared to work with DISTRICT students and have a Tuberculosis (TB) clearance card on file consistent with DISTRICT standards, policies and procedures. Any costs associated with the aforementioned clearances will be the sole responsibility of UNIVERSITY or student.

III RESPONSIBILITIES OF THE DISTRICT

1. The DISTRICT will provide opportunities for the student to develop a broad and diverse role, including development of professional competence in, for example, assessment, intervention, counseling, and consultation.

2. The DISTRICT will provide opportunities for the student to develop professional competencies with a broad range of programs and populations, including but not limited to: regular education, special education, bilingual education, age, disabilities and cultures.

3. The DISTRICT will advise the UNIVERSITY of any personal safety issues, concerns or requirements that are pertinent to the location or specific area in which the student will be assigned.

4. The DISTRICT will accept no more interns or graduate students from the UNIVERSITY than the DISTRICT staff, space, and program permit; and, except in pre-negotiated circumstances, any one supervisor will provide concurrent supervision for no more than two interns or students.

5. The DISTRICT will provide the student with a thorough orientation to the DISTRICT administrative policies, standards and practices and other field experience competencies as outlined by the UNIVERSITY.
6. For students in the school counseling program, the DISTRICT will designate one school counselor who has at least four years experience in school counseling to serve as the primary supervisor; DISTRICT will also assure that the designated supervisor will serve as a model school counselor engaging in broad and diverse service delivery.

7. The DISTRICT agrees that the designation of a supervisor is subject to the approval of the UNIVERSITY.

8. The DISTRICT supervisor will evaluate student competencies, oversee all student professional activities in the district, and provide guidance throughout the student's professional growth and development.

9. The DISTRICT supervisor, in collaboration with the UNIVERSITY faculty, will complete periodic evaluations of the student's performance.

10. The DISTRICT assures that the student will receive face-to-face supervision for a minimum of at least one hour for every week of fieldwork experience.

11. The DISTRICT may notify in writing to the UNIVERSITY, the desire to terminate or cancel any student whose performance is unsatisfactory; who fails to comply with the student’s responsibilities as a participant in the fieldwork program; who fails to comply with the requisite clearances referred to in section II.8. above; whose conduct or behavior prevents professional or effective relationships within the DISTRICT; or whose health status or disability cannot be reasonably accommodated in such a way as to allow the student to successfully complete the fieldwork. Prior to cancellation or termination, the DISTRICT and the UNIVERSITY will consult about the proposed action.

IV

COMPENSATION

Any expenses incurred during the Term of this Agreement are the sole responsibility of the UNIVERSITY, which may include any transportation to offsite activities or events.

The UNIVERSITY will provide no compensation to DISTRICT staff for any services outlined in this agreement.

The DISTRICT will provide no compensation to UNIVERSITY fieldwork students for services outlined in this agreement.

V

AMENDMENT

This Agreement may be amended only with the mutual consent of the parties. All amendments must be in writing and must be approved by the DISTRICT’s governing board.
VI
TERMINATION

1. This Agreement may be terminated by either party for any reason or for no reason at all upon thirty (30) days' written notice. Such termination shall not be deemed to be a breach of the Agreement, nor shall it be deemed to be tortuous conduct.

2. Notwithstanding any termination under Section V (1), once a UNIVERSITY student has been accepted for counseling experience by the DISTRICT, and so long as the student remains in good standing in the UNIVERSITY and within the DISTRICT’s performance standards, and the student’s assignment has not otherwise ended, the student will be allowed to finish his/her fieldwork experience in the DISTRICT. However, such services and financial obligation shall terminate upon a student’s termination of participation in the UNIVERSITY’s fieldwork program or upon the UNIVERSITY discontinuing such programs in its curriculum.

VII
ASSIGNMENT

Neither the UNIVERSITY nor the DISTRICT may assign or transfer any interest in or rights to or obligations made to this Agreement or use the other’s name or any corporate or business name that is reasonably likely to suggest that the two are related without in each case first obtaining the written consent of the other party.

VIII
INSURANCE

The DISTRICT shall procure and maintain General Liability Insurance, comprehensive or commercial form with $1,000,000.00 minimum limit for each Occurrence and minimum limit of $2,000,000.00 General Aggregate, as mutually agreed upon for this placement. The DISTRICT may satisfy all or some of the above requirements with a comparable program of self-insurance.

The California State University system has elected to be insured for its General Liability exposure through the self-insured CSU Risk Management Authority.

The State of California has elected to be self-insured for its vehicle liability and Workers’ Compensation and property exposures. As a State agency, the California State University, Office of the Chancellor, the Trustees, and the CSU system of campuses are included in this self-insured program.

The University shall provide professional and personal general liability coverage for students performing community service or volunteer work for academic credit, through the Student Academic Field Experience for Credit Liability Insurance Program (SAFECLIP). The coverage limits under this program are $1,000,000.00 for each Loss and $2,000,000.00 Aggregate for all Covered Parties, and not per student. Any affiliate institution to whom the Named Insured is obligated by written agreement to provide such coverage as is afforded by this policy, shall be named as an additional insured pursuant to an endorsement which shall be provided to the DISTRICT.

The University shall provide professional, personal general liability, and educator’s errors and omissions liability coverage for students enrolled in Nursing, Allied Health, Social Work, or Education credential programs performing community service or volunteer work for academic credit, through the Student Professional Liability Insurance Program (SPLIP). The coverage limits under this program are
$1,000,000.00 for each Loss and $3,000,000.00 Aggregate for all Covered Parties, and not per student. Any affiliate institution to whom the Named Insured is obligated by written agreement to provide such coverage as is afforded by this policy, shall be named as an additional insured pursuant to an endorsement which shall be provided to the DISTRICT.

IX
INDEMNIFICATION

To the fullest extent allowable by law, UNIVERSITY will defend, indemnify and hold harmless the DISTRICT, its Board of Education members, officers, agents, employees and directors (hereinafter “Indemnified Parties”) from and against any claim, demand, loss or liability (hereinafter “Claim”) or any nature or cause whatsoever, and whether actual or alleged, arising from or in any way connected with the performance of this Agreement, including, but not limited to any Claim for personal injury, death, property damage, loss of profits, infringement upon intellectual property rights, failure to comply with all of the requirements contained in Education Code, section 45125.1 and/or disclosure of confidential information which might be obtained by UNIVERSITY during performance of this Agreement; except where such Claim is caused by the sole negligence or willful misconduct of the Indemnified Parties. This indemnification obligation is not limited by, but is in addition to the insurance obligations contained in this Agreement.

To the fullest extent allowable by law, DISTRICT will defend, indemnify and hold harmless the UNIVERSITY, its Board of Trustees, officers, agents, employees and directors (hereinafter “Indemnified Parties”) from and against any claim, demand, loss or liability (hereinafter “Claim”) or any nature or cause whatsoever, and whether actual or alleged, arising from or in any way connected with the performance of this Agreement, including, but not limited to any Claim for personal injury, death, property damage, loss of profits, infringement upon intellectual property rights, failure to comply with all of the requirements contained in Education Code, section 45125.1 and/or disclosure of confidential information which might be obtained by DISTRICT during performance of this Agreement; except where such Claim is caused by the sole negligence or willful misconduct of the Indemnified Parties. This indemnification obligation is not limited by, but is in addition to the insurance obligations contained in this Agreement.

X
OWNERSHIP

All reports, studies, information, data, statistics, forms, designs, plans, procedures, systems and other materials produced under this Agreement by the UNIVERSITY for the DISTRICT or by the DISTRICT for the UNIVERSITY shall be owned by the entity (DISTRICT or UNIVERSITY) that first owned it and/or caused the material to be generated through research and/or similar activities. No such materials produced, either in whole or in part, under this Agreement shall be subject to private use, copyright, or patent right by the UNIVERSITY (if generated or owned by the DISTRICT), or in the United States or in any other country without the express written consent of the DISTRICT. No such materials produced, either in whole or in part, under this Agreement shall be subject to private use, copyright, or patent right by the DISTRICT (if generated or owned by the UNIVERSITY), or in the United States or in any other country without the express written consent of the UNIVERSITY.
XI
NOTICES

Any notice permitted or required under this Agreement shall be in writing and signed by the party giving or serving the same, shall be served either by personal delivery or certified mail to the following persons and at the following addresses:

UNIVERSITY:
Contract & Procurement Management
San Diego State University
5500 Campanile Drive
San Diego, CA 92182

DISTRICT:
Arthur S. Hanby
Strategic Sourcing & Contracts Officer
San Diego Unified School District
2351 Cardinal Lane Building M
San Diego, CA 92123

XII
CONFIDENTIALITY OF STUDENT DATA

The UNIVERSITY agrees to comply with the Family Educational Rights and Privacy Act of 1974, and all requirements imposed by or pursuant to regulation of the Department of Education and the DISTRICT (including but not limited to Administrative Regulation and Procedures No. 6525 and 6527) to the end that the rights and privacy of the students enrolled in the DISTRICT and of their parents are not violated or invaded. This assurance is given to obtain access to individual student data for the purpose of using said data to fulfill contractual obligations with the DISTRICT. The provisions of the Family Educational Rights and Privacy Act of 1974 include, but are not limited to, ensuring that:

A. No identification of students or their parent(s)/guardian(s) by persons other than representatives of the UNIVERSITY is permitted.

B. The individual student data will be destroyed when no longer needed for the purpose(s) for which they were obtained.

C. No access to individual student data shall be granted by the UNIVERSITY to any other person, persons, agency or organization without the written consent of the pupil’s parent/guardian, except for sharing with other persons within the DISTRICT or representatives of the UNIVERSITY, so long as those persons have a legitimate interest in the information.

The UNIVERSITY recognizes and agrees that such access will be extended in reliance on representations made in this assurance, and that the DISTRICT shall have the right to enforcement of this assurance, or revocation of such access (including return of all physical forms of such data and destruction of all such electronic data) immediately upon evidence of noncompliance by the UNIVERSITY. This assurance is binding on the UNIVERSITY and such persons as may be employed by the UNIVERSITY to assist in any phase of the contractual obligation to the DISTRICT.

XIII
DIVERSITY PROGRAMS

UNIVERSITY agrees to comply with any applicable DISTRICT employment or contracting diversity programs, policies, or procedures.
XIV
ENTIRE AGREEMENT
This Agreement constitutes the entire agreement between the DISTRICT and the UNIVERSITY with respect to its subject matter, and supersedes all prior or contemporaneous agreements, representations and understandings.

XV
SEVERABILITY
If any of the provisions of this Agreement are held invalid under any law, such invalidity shall not affect the remainder of the Agreement.

XVI
EXECUTION
This Agreement (a) shall be binding upon and inure to the benefit and be enforceable by the parties hereto and their respective legal representative, successors, or assigns, (b) is for the sole benefit of the DISTRICT and the UNIVERSITY, and no student or other third party shall be a beneficiary of or have any right to enforce the terms of this Agreement, (c) may be executed in any number of counter-parts, each of which may be deemed to be an original, but all of which together shall constitute one and the same instrument, (d) shall be construed and enforced in accordance with the laws of the State of California, and (e) has been executed at San Diego, California, as of the last date set forth below.

This agreement is signed below by the duly authorized representatives of the parties.

<table>
<thead>
<tr>
<th>San Diego State University</th>
<th>San Diego Unified School District</th>
</tr>
</thead>
<tbody>
<tr>
<td>By:</td>
<td>By:</td>
</tr>
<tr>
<td>Vickie L. Hokenson, C.P.M.</td>
<td>ARTHUR S. HANBY Jr., CPPQ, C.P.M.</td>
</tr>
<tr>
<td>Lead Buyer III, Contract</td>
<td>Strategic Sourcing and Contracts</td>
</tr>
<tr>
<td>Specialist</td>
<td>Officer</td>
</tr>
<tr>
<td>5500 Campanile Drive,</td>
<td>Subject to School Board approval</td>
</tr>
<tr>
<td>San Diego, California 92182</td>
<td>9/13/2011</td>
</tr>
<tr>
<td>Date: 12-OCT-2011</td>
<td>Date: 9/8/2011</td>
</tr>
</tbody>
</table>

APPROVED AS TO FORM AND LEGALITY
Approved in a public meeting of the Board of Education of the San Diego Unified School District
Date: 9/7/11 Date: 9/13/11

Patrick D. Frost, Assistant General Counsel
SAN DIEGO UNIFIED SCHOOL DISTRICT

Cheryl Ward, Board Action Officer
San Diego Unified School District Board of Education

Cheryl Ward