



CALIFORNIA STATE UNIVERSITY, EAST BAY

**STUDENT PLACEMENT AGREEMENT FOR FURNISHING ACADEMIC
COACHING EXPERIENCE**

THIS STUDENT PLACEMENT AGREEMENT ("agreement"), made and entered into this 9th day of February 2021, 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 **CHABOT COLLEGE**, together hereinafter called the "**PLACEMENT SITE**".

W I T N E S S E T H

WHEREAS, TRUSTEES have approved a Clinical School Counseling and/or School Psychology program ("Program") for **UNIVERSITY** and such programs require counseling/coaching experience and training through field placement opportunities; and

WHEREAS, UNIVERSITY requires on-site experience and training for its qualified students enrolled in the Program ("Students") and desires to supplement its Program through additional coaching experience at **PLACEMENT SITE**; and

WHEREAS, PLACEMENT SITE desires to supplement its existing provision of academic coaching and counseling services by affiliating with **UNIVERSITY** for the limited purposes of this agreement; and

WHEREAS, PLACEMENT SITE, through its SUCCESS program, has academic coaching experiences and educational practicums ("Practicum") available and is willing, under the terms and conditions hereinafter set forth, to allow qualified Master's-level **UNIVERSITY** Students to participate in such opportunities; and

WHEREAS, it is to the mutual benefit of the parties that Students at the **UNIVERSITY** be afforded the opportunity to obtain coaching and/or counseling experience in a field placement at **PLACEMENT SITE** in order to supplement their learning experience.

THEREFORE, PLACEMENT SITE AND UNIVERSITY HEREBY AGREE AS FOLLOWS:

I. Mutual Responsibilities:

- A. **UNIVERSITY** and **PLACEMENT SITE** shall agree in advance to the start date and length of each semester's Practicum and the number of Students who can participate in each Practicum;
- B. **UNIVERSITY** and **PLACEMENT SITE** shall coordinate the training and supervision of Students. **UNIVERSITY** shall be responsible for training Students in academic, career, and social-emotional counseling. **PLACEMENT SITE** shall provide on-site supervision of Students providing academic coaching services at **PLACEMENT SITE** to ensure that the expectations of the Practicum are being met;
- C. **UNIVERSITY** and **PLACEMENT SITE** shall coordinate and review work schedules of Students participating in the Practicums. It shall be the responsibility of the **UNIVERSITY** to confirm that the schedules reflect the **UNIVERSITY'S** educational objectives and its Program's mission;

D. **UNIVERSITY** and **PLACEMENT SITE** shall cooperate in the disposition of claims as follows:

UNIVERSITY and **PLACEMENT SITE** agree to cooperate with each other in the timely investigation and disposition of audits, peer review matters, disciplinary actions and third-party liability claims arising out of any services provided under this agreement or in the operation of the Program and running the Practicum, to the extent that such cooperation is not detrimental to the cooperating party's own interest. The parties shall notify one another as soon as possible of any adverse event, which may result in liability to the other party. It is the intention of the parties to fully cooperate in the disposition of all such audits, actions or claims. Such cooperation may include, but is not limited to, timely notice, joint investigation, defense, disposition of claims of third parties arising from services performed under this agreement, and making witnesses available to the extent parties have legal control or authority to direct witnesses. **UNIVERSITY** shall be responsible for discipline of Students in accordance with **UNIVERSITY'S** applicable policies and procedures, subject to **PLACEMENT SITE'S** rights under this agreement;

E. The parties acknowledge that many student educational records are protected by the Family Educational Rights and Privacy Act ("FERPA"), and that generally student permission must be obtained before releasing specific student data to anyone other than **PLACEMENT SITE**. **PLACEMENT SITE** agrees to provide **UNIVERSITY** with guidance with regard to compliance by Students with FERPA. **UNIVERSITY** shall ensure that its Students, instructors and faculty keep confidential and hold in trust, all confidential information of **PLACEMENT SITE** and all information relating to its Students and shall not disclose or reveal any confidential or personally identifiable information, including information relating to Students' experience in the Practicum, to any third party without the prior express or written consent of **PLACEMENT SITE**; and

F. The parties further acknowledge that personally identifiable information may be protected by other laws and regulations, both state and federal, and also the General Data Protection Regulations ("GDPR") of the European Union, and that generally this data cannot be shared, sold, or used for any purpose other than in a manner that is fully in compliance with such regulations, and all other applicable laws regarding the disclosure, maintenance and preservation of personally identifiable information.

II. Subject to such reasonable rules and regulations as **PLACEMENT SITE** shall from time to time adopt, **PLACEMENT SITE** shall:

A. Participate with **UNIVERSITY** in planning and implementing the coaching/counseling education of the Students;

B. Afford to each Student, as designated by **UNIVERSITY** pursuant to Section III hereof, the opportunity to participate in the Practicum and such academic coaching opportunities which may be made available at Chabot College, as agreed upon by **UNIVERSITY** and **PLACEMENT SITE** such students, as well as **UNIVERSITY** faculty, access to Chabot College for such periods of time and for such Practicums as may from time to time be determined by **PLACEMENT SITE** and **UNIVERSITY**; provided, however, that the Practicums to be afforded hereby shall take place only at such times and places as to minimize interference with normal **PLACEMENT SITE** routine;

C. Designate a person to coordinate the Students' duty schedules and activities while participating in the Practicum, along with designating lines of authority and communication for relations between **UNIVERSITY** faculty and **PLACEMENT SITE** personnel so as to carry out the purposes of the agreement;

D. Permit members of the staff of **PLACEMENT SITE** to participate in coaching experiences to be afforded to the Students of **UNIVERSITY** on an advisory and consulting basis at such times and in such number as **PLACEMENT SITE** shall determine, to the extent that such participation does not interfere with regular **PLACEMENT SITE** or Success Program activities;

E. Respect and maintain the confidentiality of information furnished by **UNIVERSITY** and **PLACEMENT SITE**;

F. Have the right to suspend or terminate, at any time, a Student, instructor or **UNIVERSITY** faculty member from participating in a Practicum if **PLACEMENT SITE** determines, in its sole opinion and discretion, that the Student's, instructor's or faculty's conduct or work with **PLACEMENT SITE** students or personnel is not in accordance with acceptable standards of performance or violates any of **PLACEMENT SITE'S** policies or codes of conduct; and

G. Inform Students that **UNIVERSITY'S** codes of conduct also apply when present at **PLACEMENT SITE**, except to the extent it conflicts with **PLACEMENT SITE'S** student codes of conduct, which shall control in the event of such conflict.

III. **UNIVERSITY** shall:

A. Participate with **PLACEMENT SITE** in planning and implementing the Practicum. Services provided by the Students shall include coaching **PLACEMENT SITE** students on academic outcome enrichment, credit accumulation, and graduation;

B. Recommend for field placement only those Master's-level Students who possess a satisfactory record and have met the minimum requirements established by **UNIVERSITY** and this agreement for the particular program. The names of Students shall be provided a semester in advance of the start date of each Practicum to allow for planning of Students' duties and schedules;

C. Furnish to the **PLACEMENT SITE**, or have each Student furnish to **PLACEMENT SITE** 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 **PLACEMENT SITE'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;

D. Designate a member of its faculty with the requisite skills and training to provide coordination and direction of Students' activities and assignments while participating in the Practicum ("UNIVERSITY Coordinator"). The UNIVERSITY COORDINATOR shall be responsible for monitoring the professional development and performance of Students in the Practicum, and the UNIVERSITY COORDINATOR shall also act as the liaison with **PLACEMENT SITE** in connection with the Practicums and shall designate lines of authority and communication for relations between the **UNIVERSITY** faculty and **PLACEMENT SITE** personnel so as to carry out the purpose of the agreement;

E. Provide instructors with such qualifications, in sufficient number, and at such times as are approved by **PLACEMENT SITE**, 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 **PLACEMENT SITE'S** policies and practices regarding coaching instructing. The instructors shall meet periodically at such times as **PLACEMENT SITE** and **UNIVERSITY** shall determine with designated **PLACEMENT SITE** personnel to review Student progress and the program in general;

F. Retain general responsibility for instruction, supervision, control, evaluation and related matters concerning Student participation in the Practicums at **PLACEMENT SITE**, subject to such sharing of responsibility with **PLACEMENT SITE** as shall be agreed upon by **PLACEMENT SITE** and **UNIVERSITY**. Student discipline shall be the exclusive responsibility of the **UNIVERSITY**; however the **PLACEMENT SITE** retains the right to terminate the participation of any Student who, at the discretion of the **PLACEMENT SITE** or the **UNIVERSITY**, does not comply with the requirements of the program or the rules and regulations of the **PLACEMENT SITE**;

G. Provide Student evaluation criteria to **PLACEMENT SITE** in advance of each Practicum's start date;

H. Advise the Students, instructors and faculty members that they are not employees, agents or contractors of **PLACEMENT SITE** and that they will not be compensated by **UNIVERSITY** or **PLACEMENT SITE** for the Practicum, and are not entitled to any compensation, insurance or other benefits from **PLACEMENT SITE** to which employees of **PLACEMENT SITE** may be entitled;

I. Advise the Students, instructors and faculty that such Students, instructors and faculty are responsible for the costs of his/her/their own health insurance and medical costs;

J. Require assigned Students to:

1. Comply with **PLACEMENT SITE'S** applicable policies, requirements, restrictions, procedures and guidelines, state and federal laws and regulations, and the standards and regulations of the American Counseling Association, and other applicable entities relating to the Program and the Practicum; and
2. Cooperate in the timely preparation, entry and maintenance of coaching notes and data into **PLACEMENT SITE'S** counseling data system. All records, notes, reports and information obtained, generated or encountered during the term of this agreement shall, at all times, remain the property of **PLACEMENT SITE** and shall be subject to the confidentiality requirements set forth in Section I.E. of this agreement;

K. Enforce the rules, regulations and requirements governing the Students participating in the Practicum; said rules, regulations and requirements to be agreed upon by **PLACEMENT SITE** and **UNIVERSITY**;

L. Provide all educational supplies and equipment necessary for the instruction of Students participating in the Practicum and be exclusively responsible for the care and control of all such educational supplies and equipment. Periodically, it may be necessary for **PLACEMENT SITE** 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 **PLACEMENT SITE** for items approved in advance only by the **UNIVERSITY**. Invoices to cover said items shall be submitted in triplicate to the **UNIVERSITY** Accounting Office and shall reference **UNIVERSITY** Purchase Order Number; and

M. Agree that no person, client, staff or student shall, on the basis of religion, race, color, national origin, ancestry, ethnic group identification, 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.

IV. Additionally, it is agreed that if a student with an approved disability accommodation is placed, both **UNIVERSITY** and **PLACEMENT SITE** share the responsibility to meet the legal requirement to provide reasonable accommodations at the workplace under the American with Disabilities Act.

V. Mandatory Instruction and Reporting: Before a Student is assigned to **PLACEMENT SITE** 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 (California Penal Code sections 11164-11174.35).

VI. It is understood and agreed by the parties that all Student participants shall be considered learners. They shall not be excessively relied upon to fulfill **PLACEMENT SITE'S** service obligation or to replace **PLACEMENT SITE** staff except as may be necessary and appropriate as a part of their educational training and subject to any and all applicable laws.

VII. No Compensation: Except as specifically provided in this agreement, or in any subsequent amendment thereto, no monetary obligation on the part of the **UNIVERSITY** or the **PLACEMENT SITE** is hereby created. Similarly, Students shall not be entitled to any monetary remuneration or compensation from **PLACEMENT SITE** or **UNIVERSITY** for services performed by them within the course of the Practicum.

VIII. Independent Contractors: Neither the **UNIVERSITY** nor staff nor students shall, by virtue of this agreement, be an employee of the **PLACEMENT SITE** for any purpose whatsoever, nor shall it or they be entitled to any of the rights, privileges or benefits of **PLACEMENT SITE** 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.

IX. Insurance:

A. **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 **PLACEMENT SITE**, in accordance with **PLACEMENT SITE**'s bylaws, rules, and regulations.

B. **PLACEMENT SITE** 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. The **PLACEMENT SITE** shall self-insure or 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.

C. 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 PLACEMENT SITE**, 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 **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 **PLACEMENT SITE** will provide Worker's Compensation coverage in the event of injury or condition sustained in relationship to activities contemplated by this agreement.

X. Indemnification:

A. **UNIVERSITY** agrees to save harmless and indemnify the **PLACEMENT SITE** against all claims, demands, suits, judgments, expenses, and costs (including, but not limited to, reasonable attorneys' fees and defense costs) of any and every kind arising out of this agreement resulting from the negligent acts, errors or omissions of the **UNIVERSITY**, Students, instructors 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 **PLACEMENT SITE**. In addition **UNIVERSITY** assures the **PLACEMENT SITE** that the Students are covered by a Professional Liability policy wherein the **PLACEMENT SITE** will be an "additional insured".

B. The **PLACEMENT SITE** 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 attorneys' fees and defense costs, arising out of the negligent acts or omissions or willful misconduct of the **PLACEMENT SITE** or its employees, agents or volunteers in the performance of this agreement.

XI. Release of All Claims: It is understood and agreed that **PLACEMENT SITE** shall have the right to require all

Students participating in the Practicum hereunder to agree in writing to release **PLACEMENT SITE** and all of its representatives from liability for any and all acts performed in good faith and without malice in connection with such field placement.

XII. Release of Information: It is understood and agreed that **PLACEMENT SITE** shall have the right to require all Students participating in the field placement Practicum hereunder to authorize and consent in writing to the release of information by **PLACEMENT SITE** 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 **PLACEMENT SITE** and all of its representatives from liability for so doing.

XIII. Advertisement: **UNIVERSITY** agrees that it shall not use the name of **PLACEMENT SITE** in any advertising campaign or in the solicitation of prospective students without the prior written approval of **PLACEMENT SITE** thereto.

PLACEMENT SITE agrees that it shall not use the name of **UNIVERSITY** in any advertising campaign or in the solicitation of prospective students without the prior written approval of **UNIVERSITY** thereto.

XIV. Assignment: **UNIVERSITY** shall not assign, sell, or otherwise transfer this agreement or any interest herein without prior written consent of **PLACEMENT SITE** 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. **PLACEMENT SITE** 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.

XV. Severability: If any provision of this agreement is held to be illegal, invalid, or unenforceable under present or future laws effective during the term hereof, such provision shall be fully severable. This agreement shall be construed and enforced as if such illegal, invalid, or unenforceable provision had never been a part of the agreement, and the remaining provisions shall remain in full force and effect unaffected by such severance, provided that the severed provision(s) is (are) not material to the overall purpose and operation of this agreement.

XVI. Waiver: Waiver by either party of any breach of any provision of this agreement or warranty of representation herein set forth shall not be construed as a waiver of any subsequent breach of the same or any other provision. The failure to exercise any right hereunder shall not operate as a waiver of such right.

XVII. Effective Date and Term: This agreement shall become effective upon execution and shall continue until December 31, 2025; provided, however, it may be terminated by either party after giving the other party thirty (30) days advance written notice of its intention to so terminate; provided further, however, that any such termination by the **PLACEMENT SITE** shall not be effective, at the election of **UNIVERSITY**, as to any Student who, at the date of mailing of said notice by **PLACEMENT SITE**, was participating in said Practicum until such Student has completed the Practicum for the then current academic year. **PLACEMENT SITE** 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 **PLACEMENT SITE** 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.

XVIII. Notice: 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 **PLACEMENT SITE**: Attn: Dr. Susan Sperling,
President
Chabot College

25555 Hesperian Blvd
Hayward Ca 94545
(510) 723-6641

with a copy to:

David Irving
Mental Health Counselor/Coordinator
25555 Hesperian Blvd
Hayward Ca 94545
(510) 723-7572

B. Notice to **UNIVERSITY**:

Mail two copies to:

Sarah L. Arnett
California State University East Bay
Credential Student Service Center
25800 Carlos Bee Blvd, AE235
Hayward, CA 94542

XIX. Governing Law: This agreement shall be governed in all respects by the laws of the State of California.

XX. Dispute Resolution: If a dispute arises out of or relates to this agreement or its breach, **UNIVERSITY** and **PLACEMENT SITE** shall attempt to settle the dispute first through direct discussions by their respective representatives. If **UNIVERSITY** and **PLACEMENT SITE** are unable to resolve the dispute within thirty (30) days after notice of dispute, **UNIVERSITY** and **PLACEMENT SITE** agree to proceed to mediation using a mutually agreed upon mediator and to conclude such mediation within sixty (60) days of the filing by either **UNIVERSITY** or **PLACEMENT SITE** of a request for mediation. Each party will pay its own costs plus an equal share of the cost of the mediator and mediation facilities, or as determined by the arbitrator or mediator. If a dispute under this agreement cannot be resolved by mediation within sixty (60) days, the parties shall submit the dispute to binding arbitration, which must be concluded as soon as reasonably possible. The dispute shall be submitted to binding arbitration according to the procedures for arbitration of the JAMS or such other organization as the parties mutually agree. The arbitration shall take place in Alameda County, California. The award will be rendered in writing and may include an award of attorneys' fees and costs as the arbitrator(s) deem reasonable. The parties shall mutually agree on the arbitrator. The arbitrator shall be empowered to award either party any remedy at law or in equity that the prevailing party would otherwise have been entitled to had the matter been litigated in court, including, but not limited to, injunctive relief or specific performance; provided, however, that the authority to award any remedy is subject to limitations contained in applicable law. The award shall be final and binding and may be entered in any court of competent jurisdiction. Before arbitration is declared closed, either **UNIVERSITY** or **PLACEMENT SITE** may withdraw and litigate a dispute if a non-affiliated third-party has filed, or threatened to file suit against the withdrawing **UNIVERSITY** and **PLACEMENT SITE** on a related claim and objected to joining the claim in the arbitration.

XXI. Modifications and Amendments: This agreement may be altered, changed or amended by mutual agreement of the parties in writing.

XXII. Entire Agreement: This agreement, including all exhibits and attachments hereto, contains all the terms and conditions agreed upon by the parties regarding the subject matter of this agreement and supersedes any prior agreements, oral or written, and all other communication between the parties relating to such subject matter.

IN WITNESS WHEREOF, this agreement has been executed by and on behalf of the parties hereto, the day and year first above written.

CHABOT COLLEGE

CALIFORNIA STATE UNIVERSITY EAST BAY

By _____

By _____

Name Dr. Susan Sperling

Name Chris Chamberlain

Title President

Title Interim Dean, CEAS

Date _____

Date _____

By _____

By _____

Name Jonah Nicholas

Name Greg Jennings

Title Vice Chancellor, Business Services

Title Educational Psychology Chair

Date _____

Date _____

Student Placement
Agreement/MOUs Request form

The request to execute a Student Placement Agreement with a Placement Site requires the University and facility contact person information for sending the request for implementation to the appropriate administrator.

I. Name of Placement Site: Chabot College

a. Administrator Contact Information

Name:	Dr. Susan Sperling
Title	President
Department:	
Telephone Number:	(510) 723-6641
Email:	ssperling@chabotcollege.edu
Mailing Address:	Chabot College 25555 Hesperian Blvd Hayward Ca 94545

b. Program Lead Contact Information

Name:	David Irving
Title	Mental Health Counselor/Coordinator
Department:	
Telephone Number:	510.723.7572
Email:	dirving@chabotcollege.edu
Mailing Address:	Chabot College 25555 Hesperian Blvd Hayward Ca 94545

II. CSU East Bay

a. Program Coordinator Contact Information:

Name:	Zachary Pietrantonio
Title	Assistant Professor, School Counseling Program Coordinator
Department:	Educational Psychology
Telephone Number:	
Email:	zachary.pietrantonio@csueastbay.edu
Mailing Address:	California State University, East Bay Department of Educational Psychology School Counseling Program Arts and Education Building (AE 373D) 25800 Carlos Bee Blvd. Hayward, CA 94542