

**CHABOT COLLEGE and SAN JOSE STATE UNIVERSITY**  
**COUNSELOR EDUCATOR AGREEMENT**

This agreement is between CHABOT COLLEGE (“Facility”) and the State of California acting through its Trustees of the California State University on behalf of SAN JOSE STATE UNIVERSITY (“University”), who may be referred to collectively as the parties.

**RECITALS**

University operates a program for the education and training of graduate students pursuing a masters in Counseling.

The Facility provides training and experience to graduate students. One or more Facility employees, who possess a masters in counseling, education or a similar degree and have two years’ experience, have agreed to be responsible for a caseload of students and may be referred to as a site supervisor.

University employs one or more experienced counseling instructors who have agreed to provide supervision and support to students and site supervisors. Such individuals may be referred to below as university instructors.

**TERM OF THE AGREEMENT**

This Agreement shall remain in effect for a term of five (5) years beginning January 1, 2022 (“The Effective Date”). The Term of this Agreement shall begin as of the later of the Effective Date or the date of the Facility’s signature set forth below (“Term Commencement Date”) and continue through December 31, 2026 unless terminated sooner. Either party may terminate this Agreement on 30 days written notice to the other; provided, however, that students 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.

**UNIVERSITY DUTIES**

1. University will work collaboratively with the Facility’s administration and staff in the assignment of students.
2. University will guarantee that students have completed foundational counseling coursework prior to commencing fieldwork.
3. University will undertake to have students remain in their counseling fieldwork assignments until the end of the semester unless removed for cause by the Facility or University.
4. University will confer regularly with Facility and site administration and site supervisors through meetings, telephone calls, and/or e-mail.
5. University will immediately notify appropriate Facility and site administration if University administration has knowledge of or suspects any professional or ethical violations by a student in the Facility.
6. University will instruct students in state laws regarding child abuse reporting, sexual harassment and professional conduct.
7. University instructors will confer regularly with site supervisors and with the site administration through meetings, telephone calls, and/or e-mail.

## FACILITY DUTIES

1. Facility will provide supervised counseling and other clinical/professional experiences for students, under the supervision of a site supervisor.
2. Facility will provide each student with a certified, experienced counselor as a site supervisor and provide documentation of appropriate credentialing as needed.
3. Facility will immediately notify University if the Facility has knowledge of or suspects any professional or ethical violations by a student.
4. Facility will instruct students in policies regarding child abuse reporting, sexual harassment and professional conduct.
5. Facility is aware of and informed about the hazards currently known to be associated with the novel coronavirus referred to as "COVID-19". Facility is familiar with and informed about the Centers for Disease Control and Prevention (CDC) current guidelines regarding COVID-19 as well as applicable federal, state and local governmental directives regarding COVID-19. Facility, to the best of its knowledge and belief, is in compliance with those current CDC guidelines and applicable governmental directives. If the current CDC guidelines or applicable government directives are modified, changed or updated, Facility will take steps to comply with the modified, changed or updated guidelines or directives. If at any time Facility becomes aware that it is not in compliance with CDC guidelines or an applicable governmental directive, it will notify the Counselor Education Graduate Fieldwork Coordinator of that fact.

## STUDENT DUTIES ENFORCED BY UNIVERSITY

University will take steps consistent with its standard internal procedures to ensure that students:

1. Attend Facility placements for the required number of hours based on the agreed individual plan.
2. Collaborate with counselors throughout the academic year.
3. Observe and shadow the site supervisor during the initial weeks.
4. Assume additional counseling responsibility, in line with an agreed upon plan developed by the student, site supervisor and university instructor.

## FACILITY DISCRETION

The Facility at its sole discretion may refuse to accept any university student assigned to the Facility, and may request termination of the assignment of any previously assigned student.

## LIABILITY INSURANCE

The University and the Facility shall each keep in full force and effect, during the term of this Agreement, insurance to meet their respective obligations and liabilities hereunder and such insurance shall include but not be limited to the following:

- Commercial General Liability and Auto Liability that insure against all claims of bodily injury, property damage, personal injury, death, advertising injury, and medical payments with limits not less than \$2,000,000 each occurrence/\$4,000,000 in the aggregate
- Professional Liability (Errors and Omissions) with limits not less than \$1,000,000 each occurrence/\$2,000,000 general aggregate

The Facility shall be named as an additional insured or covered party on the liability coverages maintained by the University, and such coverages shall be primary to any coverages maintained by the Facility. The

University shall be named as an additional insured or covered party on the liability coverages maintained by the Facility, and such coverages shall be primary to any coverages maintained by the Facility.

Each insurance policy required above shall be endorsed to state that coverage shall not be suspended, voided, or canceled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the other party to this Agreement.

Facility and University shall each cause to be issued to the other evidence of such insurance prior to the commencement of this Agreement and annually thereafter.

#### WORKERS' COMPENSATION

The University and the Facility shall each maintain workers' compensation coverage applicable to their respective employees.

#### INDEMNIFICATION

University shall defend, indemnify and hold Facility 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.

Facility 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 Facility, 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.
3. To the extent that any party to this Agreement discloses any confidential information to any other party hereto in connection with the relationships contemplated hereunder, the parties agree during the term of this Agreement (and all renewals thereof) and for a period of two (2) years thereafter to use reasonable efforts to protect, maintain as confidential, and not disclose, any such confidential information of any other party. Notwithstanding the foregoing, a disclosure by one Party of the other Party's confidential information as required by law in response to a court order or to comply with applicable state and/or federal laws and regulations shall not be considered to be a breach of this Agreement by the disclosing Party. Further, Facility understands and agrees that University, as a state entity, is legally mandated to provide records in response to a request for records under the California Public Records Act (Cal. Gov't Code section 6250 et seq.) to any and all parties that request such records, unless such information falls under an exemption under California law.
4. 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.

5. In the event of a dispute between the parties arising from this Agreement, the prevailing party shall be entitled to recovery from the losing party the prevailing party's reasonable expenses (including but not limited to attorney fees and costs) incurred in the dispute.
6. 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.
7. 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.
8. 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.

Chabot-Las Positas CCD

TRUSTEES

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Signature:

Jonah Nicholas

\_\_\_\_\_  
Printed Name:

Vice Chancellor, Business Services

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Title:

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Dated:

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Signature:

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Printed Name:

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Title:

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Dated: