

**PRACTICUM EDUCATION AGREEMENT
WITH
HAYWARD UNIFIED SCHOOL DISTRICT**

This Practicum Education Agreement (this "Agreement") is made and effective as of July 1, 2018 (the "Effective Date"), by and between Hayward Unified School District ("HUSD"), and the Chabot-Las Positas Community College District, Chabot College ("School").

RECITALS

WHEREAS, Hayward Unified School District (HUSD) provides educational services at Preschool and Elementary School sites, and

WHEREAS, School conducts an Early Childhood Development accredited training program in Early Intervention at Chabot College which requires a practicum for students enrolled in said program (collectively, the "Program"); and

WHEREAS, it is to the benefit of both School and HUSD that students enrolled in the Program have opportunities to gain practical experience and enhance their capabilities by participating in a student teaching experience at Preschool and Elementary Schools with appropriate supervision and instruction;

NOW, THEREFORE, School and HUSD agree as follows:

I. RESPONSIBILITIES AND PRIVILEGES OF HUSD

A. HUSD shall appoint a person to be the Designee for the Program at Preschool and Elementary Schools. The Designee shall have the authority to approve or disapprove any and all aspects of the Program as conducted at HUSD. HUSD reserves the right to appoint a different Designee at any time.

B. The Designee shall schedule student rotations, coordinate the use of HUSD facilities for the practicum experience of School's students, and participate in joint planning with representatives of all involved services and departments of HUSD at Preschool and Elementary Schools. HUSD shall have the authority to approve or disapprove any and all aspects of the Program as conducted pursuant to this Agreement, including, but not limited to, limiting the number of Program students who may train at the HUSD at any given time. Any Program activity may be limited or the use of any facility withdrawn when, in the opinion of the Designee, such activity

or use could interfere with the effective operation of HUSD. The Designee shall promptly give oral notice, followed by written notice, to School regarding any such limitation or withdrawal.

D. HUSD shall at all times have ultimate responsibility for all aspects of the educational services, provided that this responsibility shall in no way limit the responsibility or obligations of School and its faculty and students under this Agreement.

E. Specifically identified members of the staff of HUSD may provide practicum instruction in the Program upon the request of the School and approval by the Designee. Such approval shall be recognized in writing.

F. Students enrolled in the Program shall be permitted to use HUSD supplies and equipment that are determined by HUSD to be necessary (1) for the practicum in which the students are involved and (2) to meet the student teaching experience requirements of the Program.

G. Service and educational facilities (i.e., conference rooms) at HUSD will be made available to School's students and faculty at such times and to the extent such facilities are available and such use is approved in advance by the Designee.

H. In his/her sole discretion, but subject to the authority of HUSD to rescind any such action by the Designee and to take whatever action HUSD deems appropriate, the Designee may:

(a) require that School immediately remove any student or faculty member from HUSD facilities, whenever the Designee determines that a student or faculty member of School is not participating satisfactorily in the Program or that the student or faculty member's continued participation in the Program could be a detriment to the students of the HUSD and

(b) refuse access to any educational areas in HUSD to any or all of School's students or faculty, in the event such students or faculty are deemed by the Designee to have violated any HUSD policies, procedures or rules and regulations.

II. RESPONSIBILITIES AND PRIVILEGES OF SCHOOL

A. School shall obtain and continuously maintain full accreditation for the Program with the appropriate accrediting body.

B. School shall procure and maintain in effect worker's compensation and employer's liability insurance for the Program for any student assigned to HUSD under this Agreement who might be considered an employee of the School under applicable law, or a qualified and approved self-

insurance plan that covers such liabilities, in the form and amount required by law. School shall be responsible for filing and defending any worker's compensation claims on behalf of School's directors, officers, agents, employees, representatives, students, faculty and volunteers. In addition, School shall procure and maintain in effect the liability coverage described in Article V of this Agreement.

C. School shall develop a proposed instructional agenda which identifies the staff, resources and facilities necessary to meet the Program's educational goals. The proposed instructional agenda shall be made available to the Designee at a time agreed upon by the Designee and School's faculty, but in no event less than sixty (60) days prior to the implementation of the proposed instructional agenda. The proposed instructional agenda shall be revised at the request of the Designee or as deemed necessary or appropriate by the Designee or HUSD in order to avoid conflict with HUSD educational responsibilities, policies and procedures. No instructional agenda shall be implemented by School without prior written approval by the Designee.

D. Prior to the beginning of each practicum of the Program, School shall provide the Designee with a list of student names and addresses for that practicum, along with any additional information requested by the Designee or HUSD

E. School shall provide a member of its faculty who is both a qualified teacher and a competent, licensed practitioner in the applicable educational discipline to coordinate the Program with the Designee and HUSD. School, and the assigned faculty member, shall be solely responsible for the assessment and assignment of grades and units to participating students.

F. School shall provide orientation for each of its faculty members to familiarize them with HUSD policies, practices and facilities before assigning such faculty to duties at HUSD.

G. School shall provide name badges to students designating student status, establish and enforce a dress code acceptable to HUSD and assure that other students, family and staff present is made fully aware of the student status.

H. Designee and School shall cooperate in setting regularly scheduled meetings consisting of the Designee and appropriate School and HUSD staff for the purpose of interpreting, discussing, and evaluating the Program and the practicum experience of the students.

I. School shall comply, and shall cause its directors, officers, agents, employees, representatives, students, faculty and volunteers to comply, with any and all applicable HUSD regulations, rules, policies and procedures, as well as any and all applicable state and federal law and regulations

related to Program activities at HUSD in connection with this Agreement. School's faculty members shall be jointly responsible with School for such faculty members' compliance under this paragraph.

J. School shall notify students that the student, not HUSD, is solely responsible for providing transportation to and from HUSD, and assuming all expenses incurred in connection with the student's participation in the Program.

K. Ensure that all Students participating in the program have annual tuberculin clearances of either a negative PPD reading or, if there has been a positive PPD in the past, a chest x-ray within normal limits.

L. Ensure that all Students participating in the program shall comply with all applicable federal, state, and local laws, ordinances, rules and regulations regarding the operation of the Program, including laws, rules and regulations concerning the confidentiality of student records, including but not necessarily limited to, the Family Educational Rights and Privacy Act, the California Education Code, the Welfare and Institutions Code and the Child Abuse Reporting Act. The discussion, transmission or communication in any form of student information is forbidden except as expressly authorized by law.

M. School shall conduct a criminal background check of all Students participating in the program, in accordance with California Education Code Section 45125.1, and by execution of this Agreement, School warrants that no Student will be assigned to perform services under the terms of this Agreement who has been convicted of a violent or serious felony as specified in Penal Code Sections 668.5(c) and/or 1192.7).

III. STATUS OF STUDENTS

A. In no event shall School's students be considered to be HUSD employees, nor shall they be utilized to replace HUSD staff. Students shall have no expectation of receiving compensation or future employment from HUSD or School by virtue of their participation in the Program.

B. During their practicum experience assignment, students must conform to the same standards as are set for HUSD employees in matters relating to the welfare of children and general HUSD operations.

IV. PERIOD OF AGREEMENT

This Agreement shall commence on the Effective Date and continue in effect for a maximum of five (5) years, unless terminated by written notice of either party as provided in this Article IV.

A. Notice of termination by School must be received by HUSD no later than three (3) months prior to the last day of School's academic year, to become effective on the last day of that academic year.

B. Any notice of termination by HUSD intended to be effective upon completion of the last day of School's academic year must be received by School no later than three (3) months prior to the last day of School's academic year. HUSD also has the right to terminate this Agreement immediately upon written notice in the event that School materially fails to perform any of its responsibilities described in this Agreement.

V. INSURANCE AND INDEMNITY

A. HUSD shall maintain a program of insurance or self-insurance to provide general liability coverage, with limits of at least one million dollars (\$1,000,000) for each occurrence and three million dollars (\$3,000,000) in the annual aggregate. If such coverage is written on a claims-made basis, coverage shall continue for a period of not less than three (3) years following termination of this Agreement. Upon request, HUSD shall provide School with certificate(s) evidencing the foregoing coverage. HUSD shall provide at least twenty-five (25) days prior written notice to School of any substantial change to or cancellation of said coverage.

B. School shall procure and maintain in full force and effect insurance with an insurance company acceptable to HUSD, or shall maintain a self-insurance program acceptable to HUSD, which provides coverage for the negligent or otherwise wrongful acts or omissions of the School, its officers, directors, employees, agents, faculty and students. Such coverage shall have limits of at least One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) annual aggregate. School shall, upon request, provide HUSD with certificate(s) of the foregoing coverage. School shall provide at least twenty-five (25) days prior written notice to HUSD of any substantial change to or cancellation of said insurance.

C. HUSD shall indemnify and hold School harmless from and indemnify it against any and all liability, loss, cost, expense (including reasonable attorney's fees), damage or claims which School incurs as a result of the negligent or otherwise intentional acts or omissions of HUSD or their directors, employees or agents, in the performance of activities or HUSD's responsibilities and privileges under this Agreement. The obligations of HUSD pursuant to this paragraph shall not extend to the proportion of any liability, loss, cost, expense (including reasonable attorney's

fees), damage or claims which School may incur as a result of the negligence or other intentional acts or omissions of School or its officers, directors, employees, agents , faculty or students.

D. Notwithstanding the provisions of paragraph V.C above, School shall indemnify and hold HUSD and their directors, officers, employees, and agents harmless from and indemnify them against any and all liability, loss, cost, expense (including reasonable attorney's fees), damage or claims which they individually or collectively incur as a result of the negligent or otherwise intentional acts or omissions of School, its officers, director s, employees, agents, faculty or students in the performance of the activities or School's responsibilities and privileges under this Agreement. School shall also indemnify and hold HUSD and their directors, officers, employees, and agents harmless from and indemnify them against any and all liability, loss, cost, expense (including reasonable attorney's fees), damage or claims which they individually or collectively incur as a result of workers compensation claims by students. The obligations of School pursuant to this paragraph shall not extend to any proportion of liability, loss, cost, expense (including reasonable attorney's fees), damage or claims which HUSD their directors, officers, employees, or agents may incur as a result of the negligence or other intentional acts or omissions of HUSD or their officers, directors, employees or agents. For purposes of Section V of this Agreement, students and faculty of the School assigned to HUSD under this Agreement shall be deemed to be the agents of the School.

VI. INDEPENDENT CONTRACTOR

The parties hereby acknowledge that they are independent contractors. Neither School nor any of its agents, representatives, student s or employees shall be considered agents, representatives, or employees of HUSD. Similarly, neither HUSD nor any of its agents, representatives, students or employees shall be considered agents, representatives, or employees of School. In no event shall this Agreement be construed as establishing the relationship of agent, servant, employee, partnership, joint venture, or association between the parties hereto. As independent contractors, each party will be solely responsible for determining the means and methods for performing the services described herein. Each party understands and agrees that other party is engaged in an independent business and the party shall have no right to direct or control in any way or to any degree the manner of other party's performance hereunder. Each party further understands that it is not authorized and shall not make any agreement, contract or representation on behalf of the other party or create any obligation, express or implied, on the part of the other party.

Each party shall be liable for its own debts, obligations, acts and omissions, including the deduction of all federal, state and local income taxes, social security, FICA and other charges, if

any, to be deducted from the compensation of its own employees. Nothing in this Agreement shall be interpreted as creating or establishing a relationship of employer and employee between the School and HUSD or their respective employees or agents.

Each and every person providing services to the School under this Agreement shall, at all times, remain an employee of HUSD. HUSD's employees shall not, at any time, or in any way, be entitled to sick leave, vacations, retirement, or other fringe benefits from School, nor shall they be entitled to overtime pay from School. HUSD is solely responsible for paying all necessary State or Federal tax for itself and its employees. School will make no State or Federal unemployment insurance or disability insurance contributions on behalf of HUSD and/or its agents or employees. Neither HUSD nor its employees shall be included in the classified or faculty service, have any property rights to any position, or have any of the rights an employee of School may otherwise have in the event of termination of this Agreement.

Each and every person providing services to HUSD under this Agreement shall, at all times, remain an employee of School. School's employees shall not, at any time, or in any way, be entitled to sick leave, vacations, retirement, or other fringe benefits from the HUSD, nor shall they be entitled to overtime pay from HUSD. School is solely responsible for paying all necessary State or Federal tax for itself and its employees. HUSD will make no State or Federal unemployment insurance or disability insurance contributions on behalf of School and/or its agents or employees. Neither School nor its employees shall have any property rights to any position, or have any of the rights an employee of HUSD may otherwise have in the event of termination of this Agreement.

The provisions set forth herein shall survive expiration or other termination of this Agreement regardless of the cause of such termination.

VII. NON-DISCRIMINATION

There shall be no discrimination on the basis of race, national origin, religion, creed, sex, age, sexual orientation, veteran status, disability or other legally protected classification in either the selection of students, or as to any aspect of the practicum; provided, however, that with respect to disability, the disability must not be such as would, even with reasonable accommodation, in and of itself preclude the student's effective participation in the Program.

VIII. GENERAL

A. Non-Exclusive Agreement. This Agreement is non-exclusive and both parties expressly reserve the right to contract with other entities for the same or similar services covered by this Agreement.

B. Waiver. No delay or failure to require performance of any provision of this Agreement shall constitute a waiver of that provision as to that or any other instance. Any waiver of any term or condition hereof granted by a party must be in writing and signed by the party and shall apply solely to the specific instance expressly stated in the writing. No such waiver shall be construed as a waiver of any other term or condition of this Agreement.

C. Assignment. Neither party shall assign its rights, duties, or obligations under this Agreement, either in whole or in part, without the prior written consent of the other party. Any such attempted assignment shall be null and void.

D. Severability. Should any provision of this Agreement for any reason be declared by a court of competent jurisdiction to be void, unenforceable or invalid, such decision shall not affect the validity of any remaining portion, which remaining portion shall remain in full force and effect as if this Agreement had been executed with the invalid portion eliminated, and it is hereby declared that each party would have executed the remaining portions of this Agreement without including any such part, parts, or portions which may, for any reason, be hereafter declared invalid.

E. Modifications and Amendments. This Agreement may be amended or modified at any time by mutual written consent of the authorized representatives of both parties. School and HUSD agree to amend this Agreement to the extent the amendment (1) is required by an applicable regulatory authority and (2) does not materially affect the provisions of this Agreement.

F. Integration. This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof and contains all covenants and agreements between the parties with respect to said subject matter, and each party to this Agreement acknowledges that any representations, inducements, promises or acknowledgements, oral or otherwise, which have been made by any party or anyone acting on behalf of any party but which are not embodied herein, or in a later amendment which complies with paragraph VI.E, above, are not binding.

G. Governing Law and Forum. This Agreement shall be governed in all respects by the laws of the State of California (except for the conflict of laws). Any dispute arising out of this Agreement shall be brought in a court located in the County of Alameda, in the State of

California. School hereby consents to the jurisdiction of such a court solely for purposes of this Agreement.

H. Required Notices. Any notice required to be given pursuant to this Agreement shall be in writing and shall be served by personal service or first class mail. When served by first class mail, service shall be conclusively deemed effective three (3) days after deposit thereof in the United States mail, postage prepaid, addressed to the party to whom such notice is to be given as herein provided:

Notice to School shall be addressed and mailed as follows:

Sara Parker, Ph. D., Dean of Social Sciences
Chabot College
25555 Hesperian Blvd.
Hayward, CA 94545

Notice to HUSD shall be addressed and mailed as follows:

Sheila Adams, Director of Special Education
Hayward Unified School District
24411 Amador Street.
Hayward, CA 94544

I. Ownership and Use of Health Information. The parties acknowledge that HUSD is a "covered entity," as such term is defined in the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and the regulations regarding the privacy and security of individually identifiable health information promulgated thereunder at 45 C. F.R. Parts 160 and 164 (the "HIPAA Regulations"), and accordingly that HUSD has certain obligations to protect the privacy and security of "protected health information" thereunder. To the extent that School students and faculty have access to protected health information by virtue of their participation in the Program at HUSD, the parties agree that such students and faculty shall be subject to, and at all times shall abide by, all HUSD policies and procedures governing the use and disclosure of such protected health information to the same extent that such policies and procedures apply to HUSD's employees and other staff members. Without limiting the generality of the foregoing, School here by agrees, on behalf of itself and the students and faculty assigned to HUSD under this Agreement, that student and faculty participating in the Program will access and use protected health information only as minimally necessary to provide practicum instruction to students

pursuant to his or her participation in the Program. School shall obtain the written agreement of each student and faculty member to comply with the provisions of this paragraph VI.I. The provisions of this paragraph VI.I shall survive the termination of this Agreement.

J. Use of Names and Logos. School may not use the name, logo or corporate identity of Hayward Unified School District for any purpose without the prior written consent of the entity whose name, logo or corporate identity is proposed to be used; provided, however, that nothing herein shall prohibit School, during the term of this Agreement, from using the HUSD name, solely to identify HUSD as the location of School's Program under this Agreement to students. Further, School understands and agrees that:

(1) any use of the HUSD name requires the prior written approval of the Sheila Adams of HUSD or her designee;

(2) HUSD has the right to terminate, with or without cause, any right to use the HUSD name by School upon thirty (30) days prior written notice to School.

The same extent, HUSD may not use the name, logo or identity of Chabot-Las Positas Community College District, Chabot College, or Las Positas College for any purpose without the prior written consent of School; provided, however, that nothing herein shall prohibit HUSD, during the term of this Agreement, from identifying School's Program at HUSD under this Agreement to students. Further, HUSD understands and agrees that any use of School's name requires the prior written approval of School's Vice-Chancellor of Business Services or his designee;

K. Counterparts: This Agreement may be executed in any number of counterpart copies, all of which shall constitute one and the same Agreement and each of which shall constitute an original.

WHEREFORE, the parties have executed this Agreement as set forth below.

SCHOOL

By: _____

Printed Name: Mr.Ronald Gerhard
Title: Vice-Chancellor, Business Services
Chabot-Las Positas
Community College District

HUSD

By: _____ 

Printed Name: Sheila Adams
Title: Director of Special Education
Hayward Unified School District