

**AGREEMENT FOR STUDENT PLACEMENT  
BETWEEN  
CALIFORNIA STATE UNIVERSITY, SACRAMENTO  
COLLEGE OF EDUCATION**

**AND**

**Mt Diablo Unified School District**

The Agreement is entered into this 29th day of September, 2011, by and between the State of California, Trustees of the California State University, California State University, Sacramento on behalf of its College of Education, hereinafter the "UNIVERSITY" and the Mt Diablo Unified School District, hereinafter called the "HOST".

**PURPOSE:** To establish that the UNIVERSITY and HOST are engaged in a partnership for the training and support of College of Education students serving in the classification of Student Placement which may include student teacher or intern or field work experiences.

**TERM:** This agreement shall become effective as of the date of final execution and shall remain in effect for 5 years.

**CANCELLATION PROVISION:** Either party may terminate this agreement by giving the other party 30 days written notice of termination.

For the purpose of this agreement the term Student Placement or reference to placement shall encompass student teacher or intern or field work experience for students.

**GENERAL TERMS AND CONDITIONS**

1. It is agreed that the HOST has facilities and programs to provide an appropriate student placement, for students of the UNIVERSITY. Said HOST will benefit from the presence and work of the students.
2. It is agreed that the UNIVERSITY has students that need a hosted student placement experience. Said UNIVERSITY and the students will benefit from the student placement experience.
3. The UNIVERSITY AND HOST hereby agree to the following:
  - a. Subject to such reasonable rules and regulations as HOST shall from time to time adopt, HOST shall:
    - i. Participate with UNIVERSITY in planning and implementing the students' experience, including appropriate site-specific HOST support. For student teacher placement only and, when applicable, for student teacher appropriate special site-specific HOST support related to enabling the student teachers to complete required tasks of the Performance Assessment for California Teachers (PACT) (e.g., consensual classroom videotaping, anonymous sampling of Student work, etc.) as required by Senate Bill 2042 and Senate Bill 1290;
    - ii. Have the right to require the withdrawal from HOST of any student who does not comply with the requirements of the program and or the rules and regulations of the HOST, or laws affecting the HOST;
    - iii. Designate lines of authority and communication for relations between UNIVERSITY faculty and HOST personnel so as to carry out the purposes of this agreement;

iv. Respect and maintain the confidentiality of information furnished by the UNIVERSITY and HOST.

b. UNIVERSITY shall:

- i. Participate with HOST in planning placement experience, including those experiences required to complete the PACT;
- ii. Recommend for placement experience only those students who possess a satisfactory record and have met the minimum requirements established by the State of California and the UNIVERSITY for the particular program;
- iii. Require each student to conform to the health examination and background check requirements and standards of State and Federal laws and regulations;
- iv. Designate lines of authority and communication for relations between the UNIVERSITY faculty and HOST personnel so as to carry out the purpose of the agreement;
- v. Retain general responsibility for instruction and related matters concerning student participation in the training program at HOST, subject to such sharing of responsibility with HOST as shall be agreed upon by HOST and UNIVERSITY. Students' discipline shall be the shared responsibility of the HOST and UNIVERSITY; however the HOST retains the right to request termination of participation by any student who, at the discretion of the HOST or UNIVERSITY does not comply with the requirements of the program or rules and regulations of the HOST, UNIVERSITY, and or State or Federal laws or regulations. Students may also be terminated for incompetence; lack of ethics, character or any violation of the privacy standards of the HOST.
- vi. Enforce the rules, regulations and requirements governing the students participating in the program; said rules, regulations and requirements to be agreed upon by the HOST and UNIVERSITY.
- vii. Agree that no person, staff, or student shall, on the basis of race, color, religion, national origin, sex, age, or handicap condition, be excluded from participation in, be denied the benefit of, or be subjected to discrimination under this agreement. This agreement shall take into consideration the operational requirements and limitations of the HOST, and HOST shall abide by appropriate State and Federal laws governing Reasonable Accommodation and the Americans with Disabilities Act.

4. Except as specifically provided in this agreement, or in any subsequent amendment thereto, no monetary obligation on the part of the UNIVERSITY or the HOST to each other is hereby created; consideration for this agreement is furnished by the mutual benefits and promises of the parties.
5. It is understood and agreed that HOST shall have the right to require all students who desire to participate with the HOST, to authorize and consent in writing to release HOST and its representatives of liability for any and all acts performed in good faith and without malice in connection with such placement experience.
6. It is understood and agreed the HOST shall have the right to require all students who are designated for participation in this placement experience to authorize and consent in writing to the release of information by HOST and its representative to the 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 HOST and all of its representative from liability for so doing.

7. It is understood that in case of an emergency involving the student, the UNIVERSITY should be contacted by the HOST as soon as possible.
8. Students shall be informed by the HOST of the privacy regulations and standard of the HOST and shall be expected to comply.
9. INDEMNIFICATION:
  - a. The UNIVERSITY shall defend, indemnify, and hold the HOST, its officers, employees, and agents harmless from and against any and all liability, loss, expense (including reasonable 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 the HOST, its officers, employees or agents.
  - b. The HOST shall defend, indemnify, and hold UNIVERSITY, its officers, employees, and agents harmless from and against any and all liability, loss, expense (including reasonable 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 officers, employees or agents.
10. INSURANCE: It is understood and agreed that the California State University, Sacramento (UNIVERSITY) is a self-insured public agency of the State of California. Accordingly, Evidence of Insurance, Certificates of Insurance or other similar documentation shall not be required. The University shall not be deemed the employer of the students and shall not be responsible for their Workers' Compensation.
11. It is understood that all students are required by the UNIVERSITY to purchase Student Professional Liability Insurance.
12. The Laws and Jurisdiction of the State of California shall govern this agreement.
13. 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, to the appropriate recipient as follows:
  - a. Notice to the UNIVERSITY:

California State University, Sacramento  
Procurement and Contract Services  
Attn: Suzanne Swartz  
6000 J Street  
Sacramento, CA 95819-6008
  - b. Notice to the HOST (Name & Address of contact person):

Mt Diablo Unified School District  
Attn: Carolyn Sakkis  
1936 Carlotta Dr  
Concord, CA 94519

c. Notice to the HOST Bargaining Unit Representative (Name & Address of contact person): If applicable:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

In Witness and Agreement hereof we hereby affix our authorized signatures:

Attest to content only:

Bargaining Unit Representative  
(if applicable)

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: Vanessa Sheared

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

Title: Dean – College of Education

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Approved by:

California State University, Sacramento

HOST: \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: Suzanne Swartz

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

Title: Contract Administrator  
Procurement and Contract Services

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_



MT. DIABLO UNIFIED SCHOOL DISTRICT  
 JAMES W. DENT EDUCATION CENTER  
 1936 Carlotta Drive  
 Concord, California 94519-1397  
 (925) 682-8000

SPECIAL EDUCATION  
 DEPARTMENT

Dr. Bruce Ostertag, Chair  
 Department of Special Education, Rehabilitation, School Psychology, and Deaf Studies  
 College of Education  
 California State University, Sacramento  
 6000 J Street  
 Sacramento, CA 95819-6079

Re: School Psychology Internship Placement between CSU, Sacramento and Mt. Diablo Unified School District starting August 23, 2011

Dear Dr. Ostertag,

The Mt. Diablo Unified School District is looking forward to working with your department as an active and enthusiastic partner in the development and implementation of school psychology internship placements. We are anxious to support the department's objectives in the training of future school psychologists.

As per your request, we are appointing Carolyn Sakkis, Lead Psychologist, as our liaison to your Internship Program Council (IPC). I understand that this is the person whom you will contact should you have any questions about our internship program. She will be responsible for reviewing the internship criteria and confirming that School Psychology Internship applicants meet these criteria and competencies. Her participation will verify that the Internship we are offering will supplement (and not supplant) our existing psychological services resources.

Our specific reasons for wanting to establish an internship program include the following:

1. A desire to participate in the development of new school psychologists.
2. To provide new School Psychologists with a broad range of learning opportunities in a large school district with qualified supervision available to them.
3. To provide our staff with an opportunity to remain current in the field by working with recently trained intern psychologists.

We shall eagerly participate with the School Psychology Internship program in our area. We look forward to continued partnership in the development of the program and we support the activities and responsibilities of the Internship Programs Council.

Sincerely,

Mildred D. Browne S.D.  
 Dr. Mildred Browne  
 Asst. Superintendent of Special Education &  
 Student Services  
 Mt. Diablo Unified School District

Stephen S. Brock  
 Dr. Stephen Brock  
 Professor and Program Coordinator  
 CSU, Sacramento



CALIFORNIA STATE UNIVERSITY, SACRAMENTO  
Risk Management Services

July 1, 2011

Subject: Evidence and Memorandum of Self-Insurance, Coverage Year 2011  
– 2012

To Whom It May Concern:

The State of California has elected to be self-insured for its General Liability, Professional Liability, Motor Vehicle Liability, Workers' Compensation and Property exposures through a combination of self-insured pooling and an annual appropriation from the State General Fund. As a State agency, the California State University (CSU), Office of the Chancellor, the Trustees, and its system of campuses are included in this self-insured program.

Under this form of self-insurance, employees of California State University, Sacramento and the University, are protected for any tort liability that may develop through carrying out official activities, including official operation on non state-owned property. Should any tort liability claims arise by reason of such operation or under official contract or license agreement, they must be filed with: California State University, Office of the Chancellor, Risk Management and Public Safety, 401 Golden Shore, 5<sup>th</sup> floor, Long Beach, CA 90802-4210.

The Office of Risk Management and Public Safety in the in CSU Chancellor's Office administers the General Liability, Property, and Workers' Compensation programs. Questions regarding Workers' Compensation should be referred to: Workers' Compensation Coordinator; California State University, Sacramento; 6000 J Street; Sacramento, CA 95819-6032.

The State Office of Risk and Insurance Management administers the Motor Vehicle Liability program. Questions about the Motor Vehicle Liability program should be directed to: Department of General Services; Office of Risk and Insurance Management; 707 Third Street, 1<sup>st</sup> Floor; West Sacramento, CA 95606.

This letter is valid for the 2011-2012 fiscal year (July 1, 2011 through June 30, 2012).

Cordially,

A handwritten signature in cursive script that reads "Kirtland Stout".

Kirtland E. Stout  
Director, Risk Management and Business Continuity Planning  
Desk 916-278-7233  
Fax 916-278-4359  
Email [kirtland@csus.edu](mailto:kirtland@csus.edu)

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