

**CONTRACT NAME: AGREEMENT BETWEEN SONOMA STATE UNIVERSITY AND
DAVIS JOINT UNIFIED SCHOOL DISTRICT**

BRIEF DESCRIPTION OF CONTRACT: This agreement provides social service experience placements in DJUSD to students enrolled in undergraduate and graduate programs at Sonoma State University. The term of this agreement is from July 1, 2019, through June 30, 2022.

FISCAL IMPACT: There is no financial impact to the Davis Joint Unified School District.

COUNSELING FIELD EXPERIENCE AGREEMENT
Davis Joint Unified School District and Sonoma State University

This Agreement, effective July 1, 2019, is made and entered into by and between Davis Joint USD (District) and Sonoma State University (University).

ARTICLE 1: RECITALS

- 1.1 Section 35160 of the California Education Code provides that the governing board of any school district may initiate and carry on any program or activity, or may otherwise act in any manner which is not in conflict with, or inconsistent with, or pre-empted by, and law and which is not in conflict with the purposes for which school districts are established.
- 1.2 An agreement by a school district to provide school counseling and practicum experience to students enrolled in an education credential program offered by an institution of higher education approved by the California Commission on Teacher Credentialing (“Commission”) is not inconsistent with the purposes for which school districts are established.

ARTICLE 2: DEFINITIONS

- 2.1 “Student” shall refer to a student validly enrolled at the University in a program which is approved by the Commission and which leads to an education credential.
- 2.2 “Field Experience Supervisor” shall refer to an employee of the District holding a valid Pupil Personnel Services or other credential issued by the Commission or equivalent certification recognized by the District who has three or more years of experience as a school counselor.
- 2.3 “Field Experience” shall refer to the participation by a Student in the duties and functions of a school counselor under the direct supervision and instruction of one or more Field Experience Supervisors.
- 2.4 “Field Experience Assignment” shall consist of between 200 and 600 hours of Field Experience, depending upon the specific program requirements of the Student’s program.

ARTICLE 3: TERMS AND CONDITIONS

- 3.1 The District shall provide Students with Field Experience in schools and classes of the District under the direct supervision and instruction of a Supervising Field Experience Supervisor.
- 3.2 Before a Student is assigned to the District for placement in a Field Experience Assignment the University shall instruct such Student on applicable state and federal law regarding unlawful discrimination, to include sexual harassment, and mandated reporting of child abuse.

- 3.3 Sonoma State University will follow District protocol for the placement of Field Experience students and will make initial contact at the district level to coordinate the placement of Field Experience students with the Assistant Superintendent, Curriculum and Instruction (K-6) or the Assistant Superintendent, Curriculum and Instruction (7-12).
- 3.4 District Right of Refusal. The District may refuse to accept, or may terminate, any student assigned to the District for Field Experience. Upon written notification by the District, the University shall promptly terminate the Student's assignment to the District.
- 3.5 University Right of Refusal. The University may terminate any student assigned to the District for Field Experience.
- 3.6 Fingerprint Clause. The University shall provide a Certificate of Clearance from the Commission to the District for each Student prior to commencement of the Field Experience assignment.
- 3.7 Tuberculosis Test. The District requires a negative TB test to be on file at the District office for each student. Expense for the TB Test shall be at no cost to the District.

ARTICLE 4: GENERAL PROVISIONS

- 4.1 Term. This Agreement shall commence upon fully execution, and shall continue in full force for one (1) year. Either party may terminate this Agreement, without cause, upon thirty (30) days notice to the other party. Provided, however, all Students receiving Field Experience assignments from the District as of the date of a termination notice or expiration of this Agreement shall be permitted to complete their Field Experience.
- 4.2 Indemnification.
- A. The District will save harmless and indemnify the University against all claims, demands, suits, judgments, expense and costs of any and every kind, insofar as it may legally do so and subject to the availability of funds, on account of injury to or death of persons or loss of or damage to property that is the proximate result of negligent act or omission of District and/or its officers, agents and/or employees in connection with its and their performance of the terms of this Agreement.
- B. The University will save harmless and indemnify the District against all claims, demands, suits, judgments, expense and costs of any and every kind, insofar as it may legally do so and subject to the availability of funds, on account of injury to or death of persons or loss of or damage to property that is the proximate result of negligent act or omission of University and/or its officers and/or its agents and/or employees in connection with its and their performance of the terms of this Agreement.

4.3 Insurance. The parties shall maintain insurance in full force and effect, at their own expense and written by carriers acceptable to the other, or a comparable program of insurance as follows:

- A. Commercial General Liability Insurance in the amount of at least \$1,000,000 per occurrence and \$6,000,000 in the aggregate.
- B. Professional Liability Insurance in the amount of at least \$1,000,000 per occurrence and \$6,000,000 in the aggregate.
- C. Employers Liability Insurance in the amount of \$2,000,000 per occurrence and \$6,000,000 in the aggregate.
- D. Workers' Compensation benefits as required by law. University agrees to provide Workers' Compensation coverage for Students during a Field Experience Assignment with the District.

If requested, evidence of such insurance coverage shall be provided to the other party upon execution of this Agreement.

4.4 Venue. In the event of any dispute or litigation concerning or arising out of this Agreement, all parties agree to seek resolution of the dispute or litigation within the venue of the California County in which the District is located,

4.5 Entire Agreement. This Agreement contains the entire agreement between the parties relating to the transactions contemplated hereby, and all prior or contemporaneous agreements, understandings, representations, and statements, whether oral or written, are merged herein.

4.6 Severability. If a court or arbitrator holds any provision of this Agreement to be illegal, unenforceable, or invalid, the remaining provisions will not be affected.

4.7 Amendments. Amendments to this Agreement may be made at any time, provided, however, that any amendments, modifications or alterations shall be made only in writing and shall become effective only upon the written approval of both the District and University authorized individuals.

4.8 Notices. All contract notices, demands given under this Agreement shall be in writing and sent to the authorized individuals named at the bottom of this Agreement. Notices will be effective upon receipt if delivered by personal or overnight delivery or facsimile, or effective three days after being placed in the United States mail, postage pre-paid.

Program Related Communications Contacts:

Adam Zigelbaum, Instr Fac AY, School Counseling Program
Sonoma State University, School of Social Sciences, Counseling Department
P: 707.664.2266 F: 707.664.2038
E: adam.zigelbaum@sonoma.edu

Jonathon Brunson, HR Technical
Davis Joint USD
P: 530-757-5300 x 103 E: jbrunson@djud.net

- 4.9 General Provisions. This Agreement (i) shall be binding upon and enforceable by the parties hereto and their respective legal representatives, successors, or assigns, (ii) may be executed in counter-parts, each of which may be deemed to be an original, but which together shall constitute one instrument, and (iii) shall be construed and enforced in accordance with the laws of the State of California.

By signing below, each of the following represent that they have authority to execute this Agreement and to bind the party on whose behalf their signature is made.

Sonoma State University

Davis Joint USD

By _____
Carolyn Faulconer
Contract Analyst
1801 E. Cotati Avenue
Rohnert Park, CA 94928
P: 707.664.3830

By _____
Bruce E. Colby
Associate Superintendent
526 B St
Davis, CA 95616
P: 530-757-5300

Date _____

Date _____