

**MEMORANDUM OF UNDERSTANDING WITH COLLEGE OR UNIVERSITY  
FOR SLPA FIELDWORK EXPERIENCES**

THIS MEMORANDUM OF UNDERSTANDING WITH COLLEGE/UNIVERSITY FOR FIELDWORK EXPERIENCES for student SPEECH LANGUAGE PATHOLOGY ASSISTANT (SLPA) STUDENTS (“Agreement” or “MOU”), dated for convenience September 1, 2024, is entered into by and between (“College”) and the Mt. Diablo Unified School District (the “District” or “MDUSD”) (collectively, the “Parties”) and details the responsibilities of the Parties with regard to a program to provide College students with required to enter or complete Credential programs.

**RECITALS**

WHEREAS, pursuant to the provisions of the California Education Code, the governing board of a school district is authorized to enter into agreements with an institution approved by the Speech Language Pathology, Audiology and Hearing Aid Dispensers Licensing Board (SLPAHAD) as an SLPA preparation program to provide SLPA field work experiences;

WHEREAS, College represents that it is approved by the SLPAHAD as an SLPA preparation institution;

WHEREAS, any such agreement (if applicable to this MOU) may provide for payment for services rendered by the school district in an amount not to exceed the actual cost to the school district of services rendered; and

WHEREAS it has been determined between the Parties (if applicable to this MOU) that the value of the services to be rendered does not exceed the actual cost to the District of the services rendered;

NOW THEREFORE, the District and College enter into this Agreement to provide experience in INSERT through which College students enrolled in a corresponding College program (“College Students”), will gain educational experience in District public schools. The following document(s) shall be attached to this Agreement: Insurance documentation pursuant to Section 12 (“College Insurance”) of this Agreement.

**AGREEMENT**

1. **INCORPORATION OF RECITALS.** The Parties understand and agree that the recitals set forth above are terms of this Agreement, and are fully incorporated herein by this reference.
2. **TERM.** The term of this Agreement shall be from September 1, 2024 through August 31, 2029 . This Agreement shall be effective upon approval by the Mt. Diablo Unified School District Board of Education and execution by the duly authorized representatives of the Parties.
3. **TERMINATION.** This Agreement may be terminated at any time in writing by agreement of the Parties. In the alternative, this Agreement may be terminated upon thirty (30) days

written notice, pursuant to Section 32 (“Notice to the Parties”), by either party to this Agreement. Neither such termination shall be deemed to be a breach of this Agreement. In no event shall termination take effect with respect to currently participating College Students, who shall be permitted to complete their including pre-credential early fieldwork placements for any semester in which termination would otherwise occur, except pursuant to Section 9 (“Withdrawal from Program”).

4. **PURPOSE.** The purpose of this Agreement is to delineate the roles and responsibilities of the Parties with regard to a program to provide SLPA fieldwork experiences to College Students in the District’s public schools. The District shall provide such experiences in schools and classes of the District in accordance with SLPAHAD Standards. College Students shall be jointly assigned by the College and the District to placements providing SLPA fieldwork experiences in schools or classes in the District for the term as set forth herein. Such early experiences shall be provided under the direct supervision of such employees of the District as the District and the College through which their duly authorized representatives may agree upon. The College and the District shall develop agreed upon expectations for each level of student participation in fieldwork experiences and these shall include at a minimum:
  - a. College Roles And Responsibilities:
    - i. Orientation to expectations of each site, including punctuality, professional, ethical and appropriate behavior.
    - ii. The number of hours expected for site visits (includes how these hours will be verified at placement site), extended observations, or supervised classroom participation.
    - iii. Ensuring students understand the confidentiality of the District’s proprietary information, student records and information concerning its students.
    - iv. The type of activities to be completed at each level of fieldwork experience.
    - v. The degree that students will visit, observe and participate in inclusive educational settings for all TK-12th grade students.
    - vi. The degree that students will visit, observe and participate in programs for bilingual learners.
    - vii. College shall require fieldwork students to follow all District health and safety rules, protocols or directives including any vaccination or testing requirements applicable to District employees.
    - viii. The College will assure that all students complete their Livescan, Certificate of Clearance and a TB test before going out to a school site, and will provide the District a copy of the Criminal Background Check/Tuberculosis Clearance Certification form described in Section 15(a)(2) and Section 16, below.
    - ix. College will list all Early Field Work students on an MDUSD Service list shared with the Human Resources Coordinator (Emily Lopez Frizzell at [lopeze@mdusd.org](mailto:lopeze@mdusd.org)), or her successor, and keep this list updated.

- b. District Roles And Responsibilities:
  - i. Following a collaborative process of placing students in mutually agreed-upon school sites, a designated Speech-Language Pathologist (SLP) supervisor will meet with each student at least once to review expectations agreed upon by the College and the District regarding the student's participation in designated classroom-based fieldwork.
  - ii. Identify SLPs at each selected site who agree to meet and provide observational opportunities for early fieldwork students in their classrooms. Such SLPs shall hold an SLP license and have a minimum of two years of experience.
  
- c. Student Roles And Responsibilities:
  - i. Attend an orientation facilitated by the College, to receive information on the expectations of the fieldwork Placement in MDUSD. The orientation will include:
  - ii. Review professional, ethical and appropriate behavior, as well as a review of Board Policy 4119.21 (Professional Standards) and Board Policy 4219.24 (Maintaining Appropriate Adult-Student Interactions).
  - iii. Review of the obligations regarding the confidentiality of the District's proprietary information, records, and information concerning its students.
  - iv. Review of the activities to be completed at each level of fieldwork experience. The degree that students will visit, observe and participate in inclusive educational settings for all TK-12th grade students and bilingual learners.

**5. DEFINITIONS: Select One (or more)**

“Counseling” and “Counselor” (whether capitalized or lower case) as used herein and elsewhere in this Agreement means active participation in the duties and functions of school counseling under the supervision and instruction of employees of District holding valid PPS credentials issued by the State Board of Education and/or the Commission on Teacher Credentialing, other than emergency or provisional credentials, authorizing them to serve as school counselors employed in the schools and classes of District.

“Teaching” and “Teacher” (whether capitalized or lower case) as used herein and elsewhere in this Agreement means active participation in the duties and functions of classroom teaching under the supervision and instruction of employees of District holding valid teaching credentials issued by the State Board of Education and/or the Commission on Teacher Credentialing, other than emergency or provisional credentials, authorizing them to serve as classroom teachers employed in the schools and classes of District.

“Early Fieldwork Experiences” means completion of brief site visits, extended observation, classroom participation under the direct supervision of employees of the District and may include undergraduate academic internships. These employees shall hold valid life diplomas or credentials issued by the CTC, other than

emergency, intern, or provisional credentials, and be authorized to serve as classroom teachers in the schools or classes in which the fieldwork experience is provided.

Other: "Speech-Language Pathology" and "SLP" (whether capitalized or lower case) as used herein and elsewhere in this Agreement means active participation in the duties and functions of school SLP under the supervision and instruction of employees of District holding valid CA SLP License from SLPAD or Special Services Credential from the CTC, authorizing them to serve as school SLPs employed in the schools and classes of District.

6. **COOPERATING MDUSD EMPLOYEE COMPENSATION.** Pursuant to subsection (a) of Section 5 ("Definitions") herein, the Parties shall work collaboratively to assign appropriately credentialed District staff members to serve as Cooperating MDUSD staff to College Students placed in the District pursuant to this Agreement. If College shall compensate such Cooperating MDUSD Staff for the service provided to College Students, such compensation shall be detailed, immediately below, in this Section 6 "Cooperating Teacher, Counselor or Administrator Compensation." If College shall not provide compensation to Cooperating Teachers/Counselors or Administrators pursuant to this Agreement, then this Section 6, immediately below, shall be left blank, which shall signify that the Parties understand and agree that no such compensation shall be provided.
  
7. **PLACEMENTS and ABSENCES.**
  - a. College shall inform the District of official student placement by providing students name, school site, cooperating District staff member and additional information as requested with Human Resources Coordinator (Emily Lopez Frizzell at [lopeze@mdusd.org](mailto:lopeze@mdusd.org)), or her successor.
  - b. Absences of a College Student from the assigned placement shall not be counted as absences in computing the semester units for early fieldwork experience provided to the College Student by the District.
  - c. College will provide information about student early fieldwork placements at District schools on a semester basis for the duration of this Agreement. The list shall include name of student and name of the designated District Cooperating Staff Member and school site for each student placed in a District school.
  
8. **AGREEMENT APPLICABLE TO COLLEGE STUDENTS.** College shall inform College Students of the terms and requirements of this Agreement, and shall require College Students to comply with all applicable provisions of this Agreement.
  
9. **WITHDRAWAL FROM PROGRAM.**
  - a. The District may, for good cause, terminate the assignment of any College Student to the early fieldwork experience placement with the District as detailed herein, and, upon request of the District, made for good cause, College shall withdraw the assignment of any such College Student participant. "Good cause" may include but is not limited to failure to perform satisfactorily, refusal to follow District administrative policies, procedures, rules and regulations, or violation of any

federal or state law. The District reserves the right to ban anyone from District facilities when the District finds, in its sole discretion, that the presence of the person poses a threat or disruption to operations.

- b. The College may, for good cause, terminate the assignment of any College Student to the early fieldwork experience program with the District as detailed herein

10. **STATUS OF COLLEGE, DISTRICT, AND COLLEGE STUDENTS.** The Parties expressly understand and agree that all College Students serving in early fieldwork experience placements in District schools pursuant to this Agreement are doing so for educational purposes only, and such College Students are not considered employees of the District for any purpose, including, but not limited to, compensation for services, welfare and pension benefits, or workers' compensation insurance. The provisions of this Section shall survive the termination or expiration of this Agreement.
11. **EMERGENCY HEALTH CARE/FIRST AID.** District shall, on any day when a College Student is participating in early fieldwork experience at its facilities, arrange for College Student necessary emergency health care or first aid for accidents occurring in its facilities. Except as provided in this paragraph, District shall have no obligation to furnish medical or surgical care to any College Student.
12. **COLLEGE INSURANCE.** College shall procure and maintain for the duration of the MOU insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the College, its agents, representatives or subcontractors. Specifics regarding the amount and type of insurance are set-forth in the attached **APPENDIX A** ("Insurance Requirements").
13. **DISTRICT INSURANCE.** District shall procure and maintain in force during the term of this Agreement, at its sole cost and expense, insurance in amounts that are reasonably necessary to protect it against liability arising from any and all negligent acts or incidents caused by its employees. Coverage under commercial general liability insurance shall be not less than two million dollars (\$2,000,000) for each occurrence and four million dollars (\$4,000,000) in the aggregate. Such coverage is to be obtained from a carrier rated A or better by AM Best or a qualified program of self-insurance. District shall also maintain and provide evidence of workers' compensation and disability coverage for its employees as required by law. Upon request, District shall provide College with evidence of the insurance coverage required by this paragraph. District shall promptly notify College of any cancellation, reduction, or other material change in the amount of scope of any coverage required hereunder.
14. **INDEMNIFICATION.**
  - a. The College shall indemnify and hold harmless the District, its Board, officers, employees and agents against all claims, damages, injury, losses, expenses (including reasonable attorney's fees) and claims thereof for injury to or death of a person, including but not limited to employees or students of College, or loss of or damage to property, and liabilities (referred to collectively as "Claims") of any type

whatsoever to all persons, corporations, and partnerships or other entities, but only in proportion to and to the extent such Claims are caused by or result from the negligent or intentional acts or omissions of College, its officers, employees, agents and/or College Students, as determined by a court of competent jurisdiction. The District shall provide the College with prompt notice of any Claim for which indemnifications shall be sought hereunder and shall cooperate in all reasonable respects with the College in connection with any such Claim.

- b. District shall indemnify and hold harmless the College, its Board, officers, employees and agents against all claims, damages, injury, losses, expenses (including reasonable attorney's fees) and claims thereof for injury to or death of a person, including but not limited to employees of District, or loss of or damage to property, and liabilities (referred to collectively as "Claims") of any type whatsoever to all persons, corporations and partnerships or other entities, but only in proportion to and to the extent such Claims are caused by or result from the negligent or intentional acts or omissions of District, its officers, employees and/or agents, as determined by a court of competent jurisdiction. The College shall provide the District with prompt notice of any Claim for which indemnifications shall be sought hereunder and shall cooperate in all reasonable respects.
- c. In the event of concurrent negligence of more than one Party, its Board, officers, employees, agents and/or College Students, as determined by a court of competent jurisdiction, the liability for any and all Claims shall be apportioned under the California theory of comparative negligence as presently established or as may hereafter be modified. Nothing in this Agreement shall constitute a waiver or limitation of any rights that a Party may have under applicable law in the event of concurrent negligence of persons or entities other than the Parties.
- d. Unless there is a conflict in interest between the Parties, the Parties agree to reasonably cooperate with each other in the investigation and disposition of third-party liability Claims arising out of any services provided under this Agreement. It is the intention of the Parties to reasonably cooperate in the disposition of all such claims. Such cooperation may include joint investigation, defense and disposition of Claims of third parties arising from services performed under this Agreement. The Parties agree to promptly inform one another whenever an incident report, claim or complaint is filed or when an investigation is initiated concerning any service performed under this Agreement. In the event of a conflict in interest, each Party may conduct its own investigation and engage its own counsel.
- e. The provisions of this Section shall survive the termination or expiration of this Agreement.

15. **CRIMINAL BACKGROUND CHECK; SUBSEQUENT ARREST NOTIFICATION.**

- a. **Criminal Background Check for College Students**
  - i. College shall require fieldwork experience students assigned to the District pursuant to this Agreement to comply with Education Code § 45125.1, whereby the students shall obtain a criminal background check and subsequent arrest notification from the California Department of Justice

(CDOJ), including both CDOJ and Federal Bureau of Investigation (FBI) background checks, through a Livescan electronic fingerprint scanning service or other official means of fingerprinting (for example through a Police station), the results of which shall be directed to the College. No early fieldwork experience student shall have contact with District pupils pursuant to this Agreement if he or she has been convicted of a serious or violent felony as described in Education Code § 45125.1 (*citing* § 45122.1), a sexual offense as defined by Education Code § 44010, or a controlled substance offense as described in Education Code § 44011. This prohibition does not apply to a College Student who has obtained a certificate of rehabilitation and pardon pursuant to California Penal § 4852.01 et seq. for a serious or violent felony listed under Education Code § 45122.1.

- ii. College will notify the District with a list of all early fieldwork experience participants pursuant to this Agreement, and specify to which sites they will be assigned. As written certification of its compliance with the criminal background check and subsequent arrest notification requirements of this agreement, the College shall complete and submit to the District a Criminal Background Check/Tuberculosis Clearance Certification (“CBC/TB form”) substantially in the form attached hereto.
- iii. District shall not be responsible for the costs of the criminal background checks and subsequent arrest notifications.

**b. Subsequent Arrest Notification for College Students.**

- i. As noted above, in addition to a criminal background check, College shall require its students to obtain subsequent arrest notification be sent to the College to monitor any future arrests of College Students assigned to the District.
- ii. Upon receipt of notice that a College Student has been arrested or convicted of a serious or violent felony as described in Education Code § 45125.1 (*citing* 45122.1), a sexual offense as defined by Education Code § 44010, or a controlled substance offense as described in Education Code § 44011, the College will prohibit such College Student from having any contact with pupils, and will immediately notify District.
- iii. College shall also require its College Students to report any subsequent arrest to College with 24-hours of such arrest. College shall promptly report any such arrest to the District.

16. **TUBERCULOSIS TESTING.** All College Students must clear a tuberculosis examination clearance pursuant to California Education Code § 49406. The District shall not be responsible for the cost of the examination. College shall submit a written certification to the District, on the CBC/TB form.

17. **CONFIDENTIAL INFORMATION**

- a. College and College Students shall comply at all times with the requirements of the Family Educational Records Privacy Act (“FERPA”) and relevant state law regarding the confidentiality and handling of the District’s pupil records, including

but not limited to California Education Code §§ 49073 and sequential. College and College Students shall only access District pupil information pursuant to prior written parental consent, legitimate educational interest in performing duties on behalf of the District under this Agreement, or other provisions of federal and state law permitting access to confidential District pupil information. College and College Students shall not re-disclose confidential District pupil information unless pursuant to federal and state law.

- b. College and College Students agree to comply with the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 ("HITECH"), and regulations promulgated thereunder by the U.S. Department of Health and Human Services and other applicable laws. College and College Students shall maintain the confidentiality of District pupils' confidential data as required by HIPAA, HIPAA regulations, HITECH and other applicable laws. Pursuant to Section 10 ("Status of College, District, and College Students") of this Agreement.
- c. College, its College Students, employees, agents, and volunteers are not employees of the District. In addition, College employees and College Students are not employees of District and do not receive any compensation from District for their participation in this Agreement. However, for the sole and exclusively limited purpose of compliance with the provisions of HIPAA by College employees and College Students in regard to the confidentiality of District pupils' health information under HIPAA, which may be found in District pupils' educational records, and to which College employees and College Students may have access pursuant to this Agreement, College employees and College Students shall be deemed volunteers of the District and shall be considered members of District's "workforce" as that term is defined by the HIPAA regulations at 45 C.F.R. § 160.103, and such College employees and College Students shall maintain the confidentiality of District pupils' confidential data as required by HIPAA and FERPA.
- d. College and College Students shall only use District pupil data for the sole purpose of implementing this Agreement, and for no other administrative, evaluative, programmatic or other purpose.

18. **MODIFICATION OF AGREEMENT.** This Agreement contains the entire agreement between the Parties and supersedes all other oral or written provisions. This Agreement may be amended or modified by the Parties only by written instrument that is executed and approved in the same manner as this Agreement.

- a. This MOU represents the minimum requirements for agreements between a College and MDUSD. If the College seeks to add additional requirements as **Appendix B**, such requirements must be specifically approved. Where any conflict between this MOU and Exhibit B, the provisions of this MOU shall supersede and prevail over **Appendix B**.

19. **USE OF NAME; MARKETING.** Excluding a simple statement or acknowledgement of this Agreement between the Parties, neither party shall use the name, marks or logo of the



other party in any planned advertisement, press release, or other planned publicity or marketing materials, in any form or media, without the prior written approval of the other party. Notwithstanding the foregoing provisions of this Section, nothing in this Section shall infringe upon the First Amendment rights, or other legal rights or legal obligations, of either party.

20. **DISPUTE RESOLUTION.** District and College agree to exercise reasonable efforts and to negotiate in good faith to resolve to the satisfaction of the Parties any issue or dispute that may arise concerning the performance by either party of their obligations under this Agreement. If District's and College's designated contact persons cannot resolve disputes through such negotiations, then the Parties will escalate the dispute to their respective executives who shall have authority to settle the controversy and who are at a higher level of management than the designated contact persons.
21. **SUBCONTRACTING.** College is prohibited from subcontracting this Agreement or any services provided pursuant to this Agreement without the prior written consent of the District.
22. **ASSIGNMENT.** It is understood and agreed that the services to be performed by the College under this agreement are personal in character and neither this Agreement, nor any duties or obligations hereunder, shall be assigned or delegated by the College without the prior written consent of the District.
23. **NON-DISCRIMINATION.** (Board Policies 0410 and 6141). The District is committed to providing equal opportunity for all individuals in education. College understands and agrees that in providing services to the District, it is College's obligation to comply with Board Policy 0410, which requires that all District programs, activities, and practices be free from discrimination based on race, color, ancestry, national origin, ethnic group identification, age, religion, marital or parental status, physical or mental disability, sex, sexual orientation, gender, gender identity or expression, or genetic information; the perception of one or more of such characteristics; or association with a person or group with one or more of these actual or perceived characteristics. To the extent that the services College will provide to the District under this Agreement include the provision of services to students, College further understands and agrees that, in providing such services to the District, College shall adhere to Board Policy 6144, which recognizes that students may discuss or be exposed to controversial issues that may arouse strong reactions based on personal values and beliefs, political philosophy, culture, religion, or other influences. In the event that controversial issues are discussed or presented during the course and scope of College's services under this Agreement, College agrees topics shall be relevant to the student activity and should be designed to develop students' critical thinking skills, ability to discriminate between fact and opinion, respect for others, and understanding and tolerance of diverse points of view. College further understands and agrees that it will not disseminate to students any information, in any form, which reflects adversely upon persons because of their race, color, ancestry, national origin, ethnic group identification, age, religion, marital or parental status, physical or mental disability, sex, sexual orientation, gender, gender identity or expression, or genetic information; the perception

of one or more of such characteristics; or association with a person or group with one or more of these actual or perceived characteristics.

- a. College hereby represents and affirms that it is College's policy that its programs, activities, and practices are free from discrimination based on race, color, ancestry, national origin, ethnic group identification, age, religion, marital or parental status, physical or mental disability, sex, sexual orientation, gender, gender identity or expression, or genetic information; the perception of one or more of such characteristics; or association with a person or group with one or more of these actual or perceived characteristics.
- b. College agrees that it will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, ancestry, national origin, ethnic group identification, age, religion, marital or parental status, physical or mental disability, sex, sexual orientation, gender, gender identity or expression, or genetic information; the perception of one or more of such characteristics; or association with a person or group with one or more of these actual or perceived characteristics.

24. **COMPLIANCE WITH AMERICANS WITH DISABILITIES ACT.** The Parties acknowledge that, pursuant to the Americans Disabilities Act ("ADA"), programs, services and other activities provided by a public entity to the public, whether directly or through a contractor or subcontractor, must be accessible to the disabled public. The Parties shall provide the services specified in this Agreement in a manner that complies with the ADA and any and all other applicable federal, state and local disability rights legislation. The Parties agree not to discriminate against disabled persons in the provision of services, benefits or activities provided under this Agreement.
25. **COMPLIANCE WITH LAWS AND BOARD POLICIES:** College shall keep itself fully informed of applicable federal, state and local laws, regulations, orders, and District Board Policies and Administrative Regulation affecting the performance of, or necessary to ensure the safe and appropriate performance of this Agreement, and shall at all times comply with such laws, regulations, orders, District Board Policies, and Administrative Regulations as they may be amended from time to time.
26. **MANDATED REPORTING OF SUSPECTED CHILD ABUSE OR NEGLECT.** College will assure that early fieldwork students present at a school site pursuant to this Agreement understand that they are mandated reporters of suspected child abuse or neglect under California Penal Code § 11165.7, and are required to submit reports of suspected child abuse or neglect to Child Protective Services (CPS) as required by law. (Cal. Penal Code § 11165.7, *e.g.* subsections (a)(7) and (a)(8); Sections 11164 and sequential.) Fieldwork students are requested, but not required to notify the District school site administrator when a CPS report has been filed.
27. **GOVERNING LAW; VENUE.** This Agreement shall be governed, construed, and enforced in accordance with the laws of the State of California, without regard to its conflict of laws rules. The venue for all litigation relative to this Agreement shall be Concord, California.

- 28. **WAIVER.** Either party's failure at any time to enforce any default or right reserved to it, or to require performance of any of the Agreement's terms, covenants, or provisions by the other party at the time designated, shall not be a waiver of any such default or right to which the party is entitled, nor shall it in any way affect the right of the party to enforce such provisions thereafter.
- 29. **SECTION HEADINGS.** The section headings contained herein are for convenience in reference and are not intended to define the scope of any provision of this Agreement.
- 30. **EXECUTION OF THE AGREEMENT, EXECUTION IN COUNTERPARTS.** Original copies of this Agreement shall be executed by the respective Party's authorized signatory(ies). This Agreement may be executed in one or more counterparts, each of which shall be deemed an original agreement, but all of which shall be considered one instrument and shall become a binding agreement when one or more counterparts have been signed by each of the Parties and delivered to the other, provided that any other conditions herein regarding the effectiveness of this Agreement have been met.
- 31. **SEVERABILITY.** If any term or provision of this Agreement shall be found illegal or unenforceable, this Agreement shall remain in full force and effect and such term or provision shall be deemed stricken.
- 32. **NOTICE TO THE PARTIES.** Notices required under this Agreement shall be sent to the Parties by certified or registered mail, return receipt requested, postage prepaid, at the addresses set forth below:

**Notice to the District:**

SITE/DEPARTMENT	Human Resources
HEAD OF SITE/DEPARTMENT	Dr. John Rubio
CONTACT PERSON	Dr. John Rubio
STREET ADDRESS	1736 Carlotta Dr.
CITY, STATE, ZIP	Concord, CA 94519
TELEPHONE	925-682-8100
EMAIL ADDRESS	jrubio@mdvcsd.org

**Notice to the College:**

College NAME	San Joaquin Delta College
CONTACT PERSON	Benjamin Reece, SLPA Program Director
STREET ADDRESS	5151 Pacific Ave
CITY, STATE, ZIP	Stockton, CA 95207
TELEPHONE/	209-954-5572
EMAIL ADDRESS	Benjamin.reece@deltacollege.edu

IN WITNESS WHEREOF, this Agreement has been executed by the authorized representatives of the Parties hereto on the day signed below.

**COLLEGE**

**Mt. DIABLO UNIFIED SCHOOL DISTRICT**

BY: \_\_\_\_\_  
**INSERT NAME OF AUTHORIZED SIGNATORY**  
**INSERT TITLE OF AUTHORIZED SIGNATORY**


INSERT DATE SIGNED  
Date

APPROVED:

BY:   
\_\_\_\_\_  
**Dr. John Rubio**  
**Chief of Human Resources**

INSERT DATE SIGNED  
Date

RECOMMENDED:

BY:   
\_\_\_\_\_  
**INSERT Name of site/Department Administrator**  
**INSERT Title of site/Department Administrator**  
*Ryan Sheehy, Executive Director, Human Resources and Risk Management*  
INSERT DATE SIGNED  
Date *8/19/24*

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## APPENDIX A: INSURANCE REQUIREMENTS

College shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the College, his or her agents, representatives, employees or sub-providers.

### **I. MINIMUM SCOPE OF INSURANCE:**

- a. **Commercial General Liability (“CGL”):** Insurance with limits not less than two million dollars (\$2,000,000.00) per occurrence and four million dollars (\$4,000,000.00) in the aggregate. Insurance shall be written on an “occurrence” basis and be at least as broad as Insurance Services Office (ISO) Form CG 00 01, covering products and completed operations, property damage, bodily injury, personal & advertising injury, independent contractors, and broad from contractual liability.
- b. **Sexual Abuse & Molestation Liability (“SAM”):** Insurance with limits not less than two million dollars (\$2,000,000.00) per occurrence and four million dollars (\$4,000,000.00) in the aggregate.
- c. **Automobile Liability (“AL”):** Insurance with limits not less than one million dollars (\$1,000,000.00) each accident Combined Single Limit for Bodily Injury and Property Damage, including Owned, Non-Owned and Hired automobiles. The Parties understand and agree that the District shall rely upon the representations that the College shall make in any such waiver.
- d. **Workers’ Compensation (“WC”):** As required by the State of California, with Statutory Limits, and Employer’s Liability Insurance with limit of no less than one million dollars (\$1,000,000.00) per accident for bodily injury or disease.
- e. **Professional Liability (Errors and Omissions Insurance):** As appropriate to the College’s profession, with limits no less than one million dollars (\$1,000,000.00) per claim, and two million dollars (\$2,000,000.00) aggregate.

### **II. REQUIRED ENDORSEMENTS**

- a. **Additional Insured Status:** Mt. Diablo Unified School District (the “District”), its Board, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the College including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the College’s insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used).
- b. **Primary and Noncontributory:** With the exception of Workers’ Compensation and Professional Liability insurance, for any claims related to this contract, the College’s insurance coverage shall be primary and non-contributory and at least as broad as ISO CG 20 01 04 13 as respects the District, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the District, its officers, officials, employees, or volunteers shall be excess of the College’s insurance and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies.
- c. **Notice of Cancellation:** The following requirement is only applicable for contracts in which the total compensation to the contractor is one million dollars (\$1,000,000.00) or more. No policy required to be maintained by Contractor shall be canceled, non-renewed, or materially altered without thirty (30) days prior written notice to the District,

except where cancellation is due to the nonpayment of premium(s) in which event, ten (10) days prior written notice to the District shall suffice.

- d. **Waiver of Subrogation**
- i. **The waiver of subrogation applies to CGL, SAM, AL, and WC.**
  - ii. College hereby grants to District a waiver of any right to subrogation which any insurer of said College may acquire against the District by virtue of the payment of any loss under such insurance. College agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the District has received a waiver of subrogation endorsement from the insurer.

### **III. ADDITIONAL INSURANCE REQUIREMENTS**

- a. **Claims Made Policies:** If any of the required policies provide claims-made coverage:
- i. The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work.
  - ii. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract work.
  - iii. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the College must purchase "extended reporting" coverage for a minimum of five (5) years after completion of work.
- b. **Verification of Coverage:** Prior to the commencement of services pursuant to this Agreement, College shall furnish to the District, Certificates of Insurance and all applicable endorsements evidencing the insurance coverage and limits required herein. The District reserves the right to require complete copies of any required policy(ies) required hereunder at any time. Acceptance of the Certificates of Insurance by the District does not relieve College of the insurance requirements, nor decrease the liability of College under this Agreement. It is the College's responsibility to ensure compliance with these insurance requirements. Any actual or alleged failure on the part of the District to obtain proof of insurance required under this Agreement shall not in any way be construed to be a waiver of any right or remedy of the District, in this or any regard.
- c. **Certificate(s) of Insurance** shall include the following: Certificate Holder: Mt. Diablo Unified School District, 1936 Carlotta Dr, Concord CA 94519. Please email insurance documents with corresponding contract to: [lopeze@mdusd.org](mailto:lopeze@mdusd.org).
- d. **Umbrella or Excess Policy:** College may use Umbrella or Excess Policies to provide the liability limits as required in this Agreement. This form of insurance will be acceptable provided that all of the Primary and Umbrella or Excess Policies shall provide all of the insurance coverages herein required, including, but not limited to, primary and non-contributory, additional insured, Self-Insured Retentions ("SIRs"), indemnity, and defense requirements. The Umbrella or Excess policies shall be provided on a true "following form" or broader coverage basis, with coverage at least as broad as provided on the underlying Commercial General Liability insurance. No insurance policies maintained by the Additional Insureds, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until the College's primary and excess liability policies are exhausted.
- e. **Acceptability of Insurers:** Unless otherwise reviewed and accepted by the District, all required insurance must be placed with insurers with a current A.M. Best rating of not less than A- VII and admitted to do business in California, or approved by the Surplus Lines Association.

- f. Broader Coverage:** If the College maintains broader coverage and/or higher limits than the minimums shown above, the District requires and shall be entitled to the broader coverage and/or higher limits maintained by the College. No representation is made that the minimum insurance requirements of this Agreement are sufficient to cover the obligations of College hereunder.
- g. Severability of Interest:** A severability of interest provision must apply for the additional insureds, ensuring that College's insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the policies' limits.
- h. Self-Insured Retentions:** Self-insured retentions must be declared to and approved by the District. The District may require the College to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.
- i. SubCollege Insurance:** Should the College use any subcontractor(s) to perform services under this Agreement, College shall be responsible for ensuring that such subcontractor(s) procure and maintain insurance and limits appropriate to the nature and scope of services provided. College shall collect Certificates of Insurance evidencing coverage(s) and limits of insurance, and with the exception of Workers' Compensation and Professional Liability policies, the College and the District shall be included as additional insureds for all ongoing and completed operations of the subcontractor(s).
- j. District's Right to Modify Insurance Requirements:** District reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

**EXHIBIT B**

INSERT original University requested agreement here or after



**AGREEMENT**

**SPEECH-LANGUAGE PATHOLOGY ASSISTANT  
Field Experience and Use of Facilities**

between

**San Joaquin Delta Community College District**

and

**Mount Diablo Unified School District**

This AGREEMENT between **San Joaquin Delta Community College District** of San Joaquin County, hereinafter referred to as “**DISTRICT**”, and **Mount Diablo Unified School District**, hereinafter referred to as “**AGENCY**”. This contract shall be effective on the **1<sup>st</sup> day of July 2024 through June 30, 2029**.

WHEREAS, the Board of Trustees have approved a Speech-Language Pathology Assistant Program at San Joaquin Delta Community College and such program requires field experience and the use of service facilities; and

WHEREAS, the American Speech-Language-Hearing Association has set forth recommendations and guidelines for the Speech-Language Pathology Assistants training to include field experience; and

WHEREAS, California law passed as AB 205 sets forth recommendations and guidelines for registering Speech-Language Pathology Assistants in accordance with standards set by the American Speech-Language-Hearing Association; and

WHEREAS, it is to the mutual benefit of the parties hereto that students of the **DISTRICT**'s Speech-Language Pathology Assistant Program use the service facilities of the **AGENCY** for their field experience,

NOW, THEREFORE, in consideration of the covenants, conditions, stipulations hereinafter expressed and in consideration of the mutual benefits to be derived there from, the parties hereto agree as follows:

I. AGENCY

The **AGENCY** has the following duties and obligations:

1. Provide service facilities for learning experiences therein for students enrolled in the Speech-Language Pathology Assistant Program of **DISTRICT** who are designated by **DISTRICT** for such experience at the **AGENCY** (the field experience for any one

student shall cover such period of time as may be specified by DISTRICT).

2. Maintain service facilities in conformance with standards of the California Speech Language Pathology Audiology and Hearing Aid Dispensers Licensing Board and the American Speech-Language-Hearing Association and permit inspection of its facilities upon request by the California Speech Language Pathology Audiology and Hearing Aid Dispensers Licensing Board and the American Speech-Language-Hearing Association.
3. Provide staff members who hold a current California State License issued by the California Speech Language Pathology Audiology and Hearing Aid Dispensers Licensing Board and/or the Special Services Credential through the California State Commission on Teacher Credentialing to supervise Speech-Language Pathology Assistant students.
4. Permit such field experience in Speech-Language Pathology Assistant training by such students, individually and in groups, in all services of AGENCY herein contracted for, such services and the number of students receiving experience therein shall be by mutual agreement between parties and in accordance with the standards set forth by the American Speech-Language-Hearing Association.
5. Provide given service areas in such a manner that there will be no conflict of learning opportunities among groups of students, and permit the district faculty and students access to these service facilities, according to prearranged scheduling.
6. Permit members of the Speech-Language Pathology, medical, educational, and other appropriate staff to participate as their time may permit in the field experience of the students and their learning experiences in the Speech-Language Pathology Assistant Program.
7. Permit the AGENCY'S Director of Speech-Language Pathology and other designated Speech-Language Pathology personnel to attend meetings of the DISTRICT'S Speech-Language Pathology Assistant Program Faculty, or any committee thereof, to coordinate the field experience for the Speech-Language Pathology Assistant Program provided for under this Agreement.
8. Reserve the right after consultation with the DISTRICT, to refuse to accept for further Speech-Language Pathology Assistant Program field experience any of the college students who in AGENCY'S judgment are not participating satisfactorily, provided however, neither party shall discriminate with respect to the acceptance in or exclusion of students from the program.

## II. DISTRICT

The DISTRICT has the following duties and obligations:

1. Designate the students enrolled in the Speech-Language Pathology Assistant Program of DISTRICT to be assigned for field experience in Speech-Language Pathology areas of AGENCY in such numbers as are mutually agreed to by both parties.
2. Supervise, in cooperation with the AGENCY supervisor, all instruction and learning experience and field experience given at AGENCY to the students so designated and provide faculty to supervise the field experience and learning experience given to them at AGENCY, provided however, that the responsibility for service to the client remain with the AGENCY.
3. Keep academic and field experience records of students participating in said program.
4. Provide and be responsible for the care and control of educational supplies and education equipment necessary for instruction, including library material and audiovisual equipment and supplies which are not customarily available in the AGENCY for the Speech-Language Pathology Assistant field experience.
5. Be responsible for the supervision and control of the students in the activities of their field experience under the general supervision and delivery of service framework of AGENCY.
6. Agree that the students shall be subject to requirements and restrictions specified jointly by representatives of DISTRICT and AGENCY, and subject to AGENCY'S rules and regulations governing conduct, copies of which shall be provided in advance to DISTRICT by AGENCY.
7. Be responsible for liability insurance, releases, and such other protective measures as AGENCY and DISTRICT mutually agree to be necessary.
8. Require DISTRICT'S Speech-Language Assistant Program faculty to obtain the approval of AGENCY'S Director of Speech-Language Pathology in advance of:
  - a. Student Speech-Language Pathology Assistant schedules.
  - b. Placement of students in field experience assignments.
  - c. Changes in field experience assignments.
9. In consultation and coordination and with the approval of the AGENCY'S Director of Speech-Language Pathology and the Speech-Language Pathology Assistant staff, plan for the Speech-Language Pathology Assistant field experience to be provided to students under this agreement.

10. In consultation and coordination with the AGENCY'S Director of Speech-Language Pathology arrange for periodic conferences between appropriate representatives of the DISTRICT and AGENCY to evaluate the Speech-Language Pathology Assistant field experience program provided under this Agreement.
11. The AGENCY may require students to provide personal information such as a background clearance in accordance with Assembly Bill 1610 and Education Code 45125, and pass a tuberculosis examination or provide certification that they are free of communicable tuberculosis in accordance with Education Code 49406 prior to the start of the fieldwork program.

### III. GENERAL CONDITIONS

1. Speech-Language Pathology Assistant students and faculty assigned by DISTRICT for field experience to AGENCY will not be, in any sense, employees of AGENCY. They will be there for the limited purposes expressed in this Agreement. The parties agree that the AGENCY shall have no monetary obligation to DISTRICT, to Speech-Language Pathology Assistant students or to Speech-Language Pathology Assistant Faculty.
2. Recognizing the risk to AGENCY when it permits its facilities to be used for field experience and in consideration of the training opportunity for students provided by AGENCY, DISTRICT hereby assumes the risk of injury to the persons or property of students and faculty while on the premises of AGENCY or participating in field experience under this Agreement and to third persons or their property as the result of the acts or omissions of students and/or faculty.
3. DISTRICT will indemnify and hold AGENCY harmless from any and all claims and causes of actions which students or faculty may have or assert against AGENCY on accounts of illness, injuries to their persons or injuries to their property while on the premises of AGENCY or participating in field experience under this Agreement, except those caused by the wrongful or negligent acts or omissions of AGENCY, its officers, employees or agents.
4. DISTRICT will indemnify and hold AGENCY harmless from any and all claims and causes of action which third parties may have or assert against AGENCY on account of injuries to their persons or property as the result in whole or in part of the acts or omissions of students and/or faculty. AGENCY shall indemnify and hold DISTRICT harmless from any and all claims and causes of action which third parties may have or assert against DISTRICT on account of injuries or loss to their person or property as the result whole or in part of the acts or omissions of AGENCY employees, agents, or representatives.
5. District will obtain insurance coverage, insuring its obligations under this section, with limits of at least \$1,000,000 for injuries to any one person, and \$2,000,000 for

injuries to more than one person, arising out of the same occurrence, and \$1,000,000 for property damages, such insurance to be evidenced by certificate of insurance, policy rider, or other means acceptable to the parties hereto.

6. It is understood by the parties to this Agreement that the AGENCY remains responsible for client care at all times.
7. This contract may be modified by mutual agreement of the parties involved by giving thirty (30) days written notice. This contract shall be effective on the 1<sup>st</sup> day of July 2024 through June 30, 2029.
8. This Agreement may be terminated by either party six (6) months prior to commencement of each academic year with notice in writing sent by registered mail as follows:

**AGENCY:** District or Agency Name  
signer, position/title  
Address  
City, State zip  
phone  
email address for contact

**DISTRICT:** Lisa Lucchesi, Division Dean  
Health Sciences  
San Joaquin Delta Community College  
5151 Pacific Avenue  
Stockton, CA 95207-6370  
(209) 954-5454  
[Lisa.lucchesi@deltacollege.edu](mailto:Lisa.lucchesi@deltacollege.edu)

Benjamin Reece, Director  
Speech-Language Pathology Assistant Program  
San Joaquin Delta Community College  
5151 Pacific Avenue  
Stockton, CA 95207-6370  
[Benjamin.reece@deltacollege.edu](mailto:Benjamin.reece@deltacollege.edu)

IN WITNESS THEREOF, the parties hereto have executed this contract the day and year written below.

**San Joaquin Delta Community College District**

By \_\_\_\_\_  
**Signer**

Date \_\_\_\_\_

**Mount Diablo Unified School District**

By \_\_\_\_\_  
**Signer**

Date \_\_\_\_\_