

**AGREEMENT BETWEEN
JOHN F. KENNEDY UNIVERSITY
AND
MOUNT DIABLO UNIFIED SCHOOL DISTRICT**



This agreement is made as of the 3rd day of December 2020 by and between the Mount Diablo Unified School District, hereafter known as the "District" and John F. Kennedy University, hereafter known as "JFK", with its principal place of business and information being:

John F. Kennedy University
Sport Psychology Department
College of Psychology
100 Ellinwood Drive
Pleasant Hill, CA 94521
Tel: (925) 969-3151
Fieldwork Director: Julie Hayden
Assistant Fieldwork Director: Lauren Nutkevitch

This Agreement will become effective on December 3rd, 2020
for JFK Master's Student-Interns in Sport Psychology.

WHEREAS, the JFK College of Psychology offers a 77-unit program in Sport Psychology for graduate students who wish to pursue a career in sport psychology. The JFK College of Graduate and Professional Studies is fully accredited by the Western Association of Schools and Colleges (WASC) and meets all laws, preconditions, standards, and requirements of the State of California and Contra Costa County. Candidates enrolled in the College of Graduate and Professional Studies must demonstrate knowledge and skill through course work and fieldwork practice. JFK graduate students are hereafter referred to as "Trainee." Fieldwork experience and trainee responsibilities are provided in Exhibit A.

NOW, THEREFORE, in consideration of the conditions contained in the Agreement, JFK and the District agree as follows:

GENERAL CONSIDERATIONS

JFK graduate students are hereby eligible to participate in graduate school field experience at District schools. The district will provide no remuneration

Field experience provides the opportunity for Trainees to learn and practice the functions of sport psychology under JFK supervision.

Each Trainee's schedule is to be approved by the school site principal or principal's designee and the District. Each Trainee's schedule and emergency contact information will be kept on file at the office of the school at which each trainee is based.

Trainees will provide competent and developmentally appropriate services for student-athletes at designated district schools. Trainees will meet individually and in groups with students. Prior to beginning to meet individually with a student or family, Trainees will communicate with the school

TERM

This Agreement will remain in effect for five years from the date of district board of education approval, and only terminate as set forth below. Either party may terminate this Agreement at any time by giving thirty (30) days written notice to the other party. Should either party default in the performance of this Agreement or materially breach any of its provisions, the non-breaching party may terminate this Agreement by giving written notice to the breaching party if no cure is effective. Termination shall be effective immediately upon transmission of said notice.

CONFIDENTIALITY

Trainees and JFK staff and instructors will comply with confidentiality law and District policy as it pertains to securing, orally sharing, copying or recording confidential information and records for any individuals and families about whom information is obtained. Trainees will provide a written release of information form to the parent/legal guardian of each student for whom services are provided. JFK agrees that all discussions, records, and information generated or maintained in connection with these activities will not be disclosed to any unauthorized person. JFK acknowledges that the unauthorized release of confidential information is not only a breach of this agreement, but also may result in civil/criminal liability and penalties (i.e. \$10,000), court costs, and reasonable attorney fees to be paid by JFK.

The Trainee and JFK staff and instructors shall hold in confidence District's proprietary and confidential personnel information or any such information from District's attendees, customers or agents, which Trainees obtain in the performance of this Agreement. This provision applies whether the information is obtained by oral or written means, either intentionally or inadvertently disclosed, and includes but is not limited to information regarding any District employees, projects, files or ideas. Trainee is prohibited from removing or disclosing any confidential information from the District's premises, unless Trainee receives prior written approval from the District. Written parental/legal guardian permission must be obtained prior to the release, distribution, or publication of any kind of pictures, media, or recordings of individual minors, or from the parent/legal guardian of each minor when groups of minors are depicted. Written permission must likewise be obtained prior to the release, distribution, or publication of any kind of pictures, media, or recordings of individuals over the age of 18. Upon opening each case, trainees shall request parent / legal guardian written permission to exchange information and provide written summaries upon request at the conclusion of services. With permission, trainee(s) shall provide District staff members with a written summary of services provided and recommendations for future services. In accordance with State and Federal law, parent/legal guardian written permission must be obtained to exchange information with District personnel.

INDEMNIFICATION

JFK shall and does hereby indemnify, defend, and hold harmless District, and District's officers, employees, agents and representatives from and against any and all claims, demands, losses, costs, expenses, obligations, liabilities and damages, including, without limitation, interest, penalties, and reasonable attorneys fees and costs, that District may incur or suffer and that arise, result from, or are related to any breach or failure of Contractor to perform any of the representations, warranties and agreements contained in this Agreement. District shall and does hereby indemnify, defend and hold harmless JFK and JFK officers, employees, agents and representatives from and against any and all claims, demands, losses, costs, expenses, obligations, liabilities and damages, including, without limitation, interest, penalties, and reasonable attorneys fees and costs, that JFK may incur or suffer and that arise, result from, or are related to any breach or failure of an Trainee to perform any of the services and agreements contained in this Agreement.

Appendix A

JFKU College of Psychology will implement JFK internship requirements at District Schools. The emphasis of the internship is related to enhancing the athletic performance of student athletes. The internship also helps student athletes to succeed in their academic studies, recognize and evaluate their life choices, work with others in a strong team environment, and develop respect for themselves and others.

Traditionally, trainees spend 3-5 days a week with each high school team, working with students during practices and games, both individually and in groups. Each trainee receives **weekly** one-on-one and group supervision, or other **JFK approved supervisor**, who makes **monthly** site visits to supervise the trainees if possible. The Fieldwork Directors oversee all trainees. Trainees work with the sports teams and athletic programs through a variety of methods including: team building meetings, individual and team sport psychology technique sessions, pre and post-competition debriefings and life skills sessions. Upon request and all necessary approval, Trainees work with team coaches in order to provide support and promote positive coaching style and motivation. Trainees have been trained to consult via Teleconsulting through online platforms such as Zoom, Google Hangouts, Facetime, etc.

Student participants learn sport psychology techniques, such as positive self-talk, anger management, goal setting, motivation and team building in a supportive environment of positive reinforcement. Rather than focusing simply on sports, student participants learn to use strategies to improve their life skills; they learn and practice the tools they need to make sound and thoughtful decisions, to recognize and evaluate their choices, and to develop respect for themselves and others. Trainees empower youth to stay in school, complete their education, and succeed in life.

The sport psychology fieldwork experience is designed to provide a learning experience for the sport psychology graduate students. Prior to beginning fieldwork experience, the JFK supervisor will provide the trainee with ways for the trainee to participate in sports psychology activities that are appropriate for each trainee's skill level. Some trainees may engage in different sports psychology activities earlier than others depending on their experience and readiness for the tasks.

Below are suggestions for fieldwork experiences that are appropriate for sport psychology fieldwork experience. This represents a potential sequence of experience for sport psychology trainees.

- Orientation to the sports psychology program and sport psychology roles and responsibilities.
- Orientation to the school structure and roles and responsibilities of school personnel on site.
- Opportunities to shadow and observe an experienced provider of sport psychology.
- Learn school and district policies and practices.
- Learn the school profile, background of student population, and student needs.
- Become familiar with school and community-based programs and resources for students and families.
- Engage with pupils before and after student activities.
- Trainees may help students to develop skills in the following areas:
 - Improving personal decision-making.
 - Learning that choices have consequences.
 - Learning to take responsibility for actions.
 - Improving self-concept, self-worth and self-confidence.
 - Learning skills to deal with anger and frustration in appropriate ways.

College of Psychology
100 Ellinwood Drive
Pleasant Hill, CA 94521
Tel: (925) 969-3151
Fax: (925) 969-3401
Fieldwork Director: Julie Hayden
Assistant Fieldwork Director: Lauren Nutkevitch

IN WITNESS WHEREOF, the parties hereto have hereinafter executed this Agreement on the date and year first above written.

John F. Kennedy University

Julie Hayden
Printed Name

Fieldwork Director
Position

Julie Hayden

Digitally signed by Julie Hayden
DN: cn=Julie Hayden, o=ou,
email=julesv777@gmail.com,
c=US
Date: 2020.12.03 17:54:49 -08'00'

Authorized Signature

12/3/2020
Date

Mount Diablo Unified School District

Printed Name

Title

Authorized Signature

Date



John F. Kennedy University Community Counseling Center

School Based Program Services

The School Based Program (SBP) was created to accomplish JFKU Community Counseling Center's (JFKUCCC) mission to provide mental/behavioral health services to the community. The SBP allows youth to receive therapeutic services that address and empower youth to overcome the challenges they experience so they can continue to learn and grow into healthy, more confident versions of themselves.

Services may include individual and group counseling with children and adolescents, collateral work with the youths' family network, and school site faculty and staff. The JFKU counselors at school sites may also provide psychoeducation, parent workshops, and teacher and administrative consultation.

Types of issues addressed include behavior problems, abuse, academic difficulties, peer relationship conflicts, self-esteem, grief and loss, anxiety, depression, family changes, and other developmental and adjustment challenges. Collaborative efforts between the school staff and JFKU counselors are pivotal to the successful treatment of students with these issues. Therefore, referrals for students are made through the schools' Coordinated Care Teams. Additionally, JFKU counselors maintain a working relationship with school staff to support the needs of each student.

Counseling services in the schools are provided by caring and dedicated Graduate Student Trainees and Post-Graduate Interns from Master's and Doctoral psychology programs. JFKU counselors are supervised at JFKUCCC by professionals who are licensed in clinical psychology, marriage and family therapy, and social work.

Program Logistics:

Time Commitment

The JFKUCCC School Based Program offers two start dates for JFKU counselors to participate in the program. The first is at the start of the University's Fall Quarter which will begin **October 5, 2015**. The second is at the start of the University's Winter Quarter which will begin **January 11, 2016**. JFK counselors are required to serve the schools through the end of the academic school year which ends **June 10th, 2016**.

Fee

The total annual cost for one JFKU counselor to provide counseling services one day per week for the duration of the academic school year is \$4,000. One day of service is defined as 6 hours per week. The duration of the SBP academic school year is from October 5th, 2015 to June 10th, 2016 (approximately 32 weeks). Costs of services will be pro-rated for counseling services that begin in the Winter Quarter.