

DIABLO VALLEY COLLEGE AGREEMENT

Fieldwork Placement at Shore Acres Elementary School, Mt Diablo Unified School District

THIS AGREEMENT, made and entered into this date May 21, 2020 by and between the Contra Costa Community College District (CCCCD), hereinafter called the "DISTRICT", on behalf of **Diablo Valley College**, hereinafter called the "COLLEGE" and **Mt. Diablo Unified School District**, herein after called the "AGENCY".

WITNESSETH

WHEREAS, DISTRICT has approved the course EDUC 120 Introduction to Teaching in Elementary Schools for COLLEGE and such course requires the use of facilities; and

WHEREAS, COLLEGE requires special facilities for the purpose of providing training and desires to supplement its Program through experience at AGENCY; and

WHEREAS, AGENCY has facilities and programs available to furnish such experience, and as a community and professional service, is willing, under the terms and conditions hereinafter set forth, to allow COLLEGE to utilize its facilities for experience of COLLEGE Program participants; and

WHEREAS, it is to the mutual benefit of the parties that students enrolled in the Program at the COLLEGE be afforded the opportunity to utilize the facilities of AGENCY to supplement their learning experience;

THEREFORE, AGENCY AND COLLEGE HEREBY MUTUALLY AGREE AS FOLLOWS:

- I. Subject to such reasonable rules and regulations as AGENCY shall from time to time adopt, AGENCY shall:
 - A. Participate with COLLEGE in planning and implementing the education of students;
 - B. Afford to each student designated in writing by COLLEGE pursuant to Section II hereof the opportunity to participate in those types of training experiences which may be made available at AGENCY that are agreed upon by AGENCY and COLLEGE, and permit such students, as well as COLLEGE faculty, access to AGENCY for such periods of time and for such experiences as may from time to time be determined by AGENCY and COLLEGE; provided, however, that the experiences to be afforded hereby shall take place only at such times and places as to minimize interference with normal AGENCY routine;
 - C. Provide facilities for the storage of personal effects, and allow students and instructors at their own expense to use facilities used by AGENCY personnel, all to the extent that such space is available and as AGENCY may agree from time to time;
 - D. Have the right to require the withdrawal from AGENCY of any students who do not comply with the requirements of the program or the rules and regulations of the AGENCY;
 - E. Designate lines of authority and communication for relation between COLLEGE faculty and AGENCY personnel so as to carry out the purpose of the agreement;

F. Permit members of the staff of AGENCY to participate in experiences to be afforded to the students of COLLEGE and an advisory and consulting basis at such times and in such number as AGENCY shall determine, to the extent that such participation does not interfere with normal AGENCY activity;

G. Provide on any day that a student is participating in training experience at the AGENCY pursuant to this agreement, emergency health care for illness resulting from the participation by such student in the program, as well as first aid for accidents sustained by student; provided, however, that the sole and exclusive authority to determine the duration and extent of necessary emergency health care services shall be vested in AGENCY, and AGENCY'S determination in this regard shall be conclusive. In addition, the aforementioned emergency health care services shall also be provided to any member of the faculty of COLLEGE participating in the program, on the same terms and conditions set forth above regarding students. All costs for emergency health care service shall be paid by student and/or faculty;

H. Respect and maintain the confidentiality of information furnished by COLLEGE and AGENCY;

II. COLLEGE shall:

A. Participate with AGENCY in planning and implementing the education of students;

B. Designate in writing, prior to the commencement of each program and sufficiently in advance to allow convenient planning by AGENCY, the names of those students registered for program training courses at AGENCY. The number of students eligible to participate in a program shall be determined by the agreement of AGENCY and COLLEGE;

C. Recommend for education only those students who possess a satisfactory record and have met the minimum requirements established by COLLEGE for the particular program;

D. Furnish to the AGENCY, or have each student furnish to AGENCY upon request prior to the start of the training experience, copies of the State-approved fingerprinting background check clearance and P.P.D skin test and, if positive, a chest x-ray. Costs of the screenings are borne by the student.

E. Designate lines of authority and communication for relations between the COLLEGE faculty and AGENCY personnel so as to carry out the purpose of the agreement;

F. Retain general responsibility for instruction, supervision, control, evaluation and related matters concerning student participation in the program, subject to such sharing of responsibility with AGENCY as shall be agreed upon by AGENCY and COLLEGE. Student discipline shall be the exclusive responsibility of the COLLEGE; however, the AGENCY retains the right to terminate the participation of any student who, at the discretion of the AGENCY or the COLLEGE, does not comply with the requirements of the program or the rules and regulations of the AGENCY;

G. Enforce the rules, regulations and requirements governing the students participating in the program; said rules, regulations and requirements to be agreed upon by AGENCY and COLLEGE.

I. Agree that no person, patient, client staff or student shall, regardless of religion, race, color, national origin, ancestry, ethnic group identification, sex, actual or perceived sexual orientation and/or gender identity, physical handicap, mental disability, medical condition, marital status, age (over 40) be excluded from participation in, be denied the benefits of, or be subjected to discrimination under this agreement.

J. Additionally, it is agreed that if a student with approved disability accommodation is placed both COLLEGE and AGENCY share the responsibility to meet the legal requirement to provide reasonable accommodations at the workplace under the American with Disabilities Act.

III. It is understood and agreed by the parties that all student participants shall be considered learners. They shall not replace AGENCY staff except as may be necessary as a part of their educational training and subject to any and all applicable laws.

IV. Except as specifically provided in this agreement or in any subsequent amendment thereto, no monetary obligation on the part of the COLLEGE or the AGENCY is hereby created; consideration for this agreement is furnished by the mutual promises of the parties.

V. Neither the COLLEGE nor students shall by virtue of this agreement be an employee of the AGENCY for any purpose whatsoever, nor shall it or they be entitled to any of the rights, privileges or benefits of AGENCY employees. COLLEGE shall be deemed at all times an independent contractor and shall be wholly responsible for the manner in which it performs the services required of it under this agreement. COLLEGE assumes exclusively the responsibility for the acts of its employees and students as they related to this agreement.

VI. COLLEGE provides and maintains general liability coverage in the amount of \$1,000,000 per claim with a total of \$3,000,000 in aggregate, with insurance carriers approved by AGENCY, in accordance with AGENCY's bylaws, rules, and regulations.

VII. AGENCY shall procure and maintain General Liability Insurance, comprehensive or commercial form with \$1,000,000 minimum limit for each Occurrence and minimum limit of \$2,000,000 General Aggregate, as mutually agreed upon for this replacement.

The STATE of CALIFORNIA has entered into a Master Agreement with the State Compensation Insurance Fund to administer Workers' Compensation Benefits for all State employees, as required by the Labor Code.

The COLLEGE shall provide notice to students that neither STATE nor AGENCY will provide Worker's Compensation coverage in the event of injury or condition sustained in relationship to activities contemplated by this agreement.

VIII. COLLEGE agrees to save harmless and indemnify the AGENCY against all claims, demands, suits, judgments, expenses, and costs of any and every kind arising out of this Agreement resulting from the negligent acts, errors or omissions of the COLLEGE, or faculty, in so far as it may legally do so, on account of the injury or death of persons, or loss or damage to equipment upon the property of the

AGENCY. In addition COLLEGE assures the AGENCY that the students are covered by a Professional Liability policy wherein the AGENCY will be an “additional insured”.

The AGENCY agrees to defend all claims of loss, and indemnify, and hold harmless the State of California and the DISTRICT, and their officers, agents, volunteers and employees from any and all liability for personal injury, damages, wrongful death or other losses and costs, including but not limited to reasonable attorney fees and defense costs, arising out of the negligent acts or omissions or willful misconduct of the AGENCY or its employees, agents or volunteers in the performance of this Agreement.

IX. It is understood agreed that AGENCY shall have the right to require all students who are designed for participation in education hereunder to agree in writing to release AGENCY and all of its representatives from liability for any and all acts performed in good faith and without malice in connection with such education.

X. It is understood and agreed that AGENCY shall have the right to require all students who are designed for participation in education hereunder to authorize and consent in writing to the release of information by AGENCY and its representatives to COLLEGE 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 AGENCY and all of its representatives from liability for so doing.

XI. COLLEGE agrees that it shall not use the name of the AGENCY in any advertising campaign or in the solicitation of prospective students without the prior written approval of the AGENCY thereto.

AGENCY agrees that it shall not use the name of the COLLEGE in any advertising campaign or in the solicitation of prospective students without the prior written approval of the College thereto.

XII. COLLEGE shall not assign, sell, or otherwise transfer this agreement or any interest herein without prior written consent of AGENCY; thereto; provided, however, such consent shall not be unreasonably withheld. This agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.

AGENCY shall not assign, sell, or otherwise transfer this agreement or any interest herein without prior written consent of COLLEGE; thereto; provided, however, such consent shall not be unreasonably withheld. This agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.

XIII. This agreement shall become effective upon execution and shall continue until **June 30, 2020** provided, however, it may be terminated by either party after giving the other party 30 days advance written notice of its intention to so terminate; provided further, however, that any such termination by the AGENCY shall not be effective, at the election of COLLEGE, as to any student who at the date of mailing of said notice by AGENCY was participating in said program until such student has completed the program for the then current academic year. AGENCY and COLLEGE except when so waived in writing

by the other party, shall each preform fully any obligations under this agreement to an event occurring or circumstances existing prior to the date of termination. In addition, the COLLEGE and the AGENCY shall endeavor to meet at least one time within the ninety-(90) days prior to the anniversary date if the agreement for purposes of reviewing the status of the agreement and the program conducted hereunder.

XIV. 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, postage prepaid, to the appropriate recipient thereof, as follows:

- A. Notice to AGENCY
Mt Diablo School District
Dr. Adam Clark, Superintendent
Sandra Barnhart, Confidential Administrative Assistant, HR
1936 Carlotta Drive
Concord, CA 94519
925-682-8000, Ext 4136
barnharts@mdusd.org, clarka@mdusd.org

- B. Notice to District:
Mail three copies to:
Contra Costa Community College District
David S. Wetmore, Director of Purchasing & Contracts
500 Court Street
Martinez, CA 94553
925-229-6955
dwetmore@4cd.edu

This agreement may be altered, changed or amended by mutual agreement of the parties in writing.

IN WITNESS WHEREOF, this agreement has been executed by and on behalf of the parties hereto, the day and year first above written,

MT DIABLO SCHOOL DISTRICT

DIABLO VALLEY COLLEGE

Signature _____

Signature _____

Name Adam Clark, Ed.D

Name David S. Wetmore

Title Superintendent

Title Directing of Purchasing & Contracts

Date _____

Date _____