

AFFILIATION AGREEMENT
Supervised Practicum and Field Experience
PCS# 226000-03955-SAA

This agreement ("Agreement") is entered into by and between Berkeley Unified School District ("Clinical Facility") and the University of Oregon on behalf of its College of Education ("University") (each individually a "Party" and collectively the "Parties").

RECITALS

- A.** Supervised teaching and field teaching experience is an integral part of the University's College of Education curriculum.
- B.** University desires to place students for supervised practicum or field experience (the "Program") at Clinical Facility.
- C.** Clinical Facility wishes to cooperate with University in the placement of University students for supervised practicum or field experience in Clinical Facility.

AGREEMENT

In consideration of the above Recitals which are incorporated in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the Parties agree as follows:

1 Student Participation

University students enrolled in the College of Education, who are recommended by the University, may participate in the Program subject to the terms of this Agreement.

2 Term

This Agreement shall be effective upon the date of last signature, below, and continue for a period of one year. The Agreement will automatically renew on an annual basis, unless terminated by either Party as provided in this Agreement. In no case will this agreement survive past the 2025-2026 academic year.

3 Consideration

There will be no cash payment exchanged between the Parties. University will receive Site assistance and cooperation in the development of the practicum experience phase of its curriculum. Site will receive the benefit and assistance of participating students.

4 Termination

This Agreement may be terminated upon 30 days written notice to the other Party. In the event of such notice, students currently participating in the Program will be allowed to finish the Program.

5 Independent Contractor Status

This Agreement is not intended and shall not be construed to create the relationship of agent, servant, employee, partnership, or joint venture between the University, Clinical Facility, and students.

6 Responsibilities of Parties

Each Party will designate a contact person for the Program. University will designate a Program supervisor. Clinical Facility will designate one or more cooperating professionals. The Parties will have additional responsibilities, as provided below.

6.1 University will:

- 6.1.1 Notify students before they begin the Program that the students participating in the Program are in attendance at Clinical Facility for educational purposes only; and that the students are not employees of Clinical Facility for any purpose, including, but not limited to, compensation for services, employee welfare and pension benefits, fringe benefits of employment, or workers' compensation insurance.
- 6.1.2 Establish and maintain ongoing communication with the cooperating professional(s) at Clinical Facility on items pertinent to the Program. Such communication may include a description of the curriculum, relevant course outlines, policies, and major changes to this information.
- 6.1.3 Certificate of Clearance. In accordance with California Education Code Section 44320, each students participating must complete Live Scan service and obtain fingerprint clearance prior to beginning their assignment. Live Scan will be administered through the Clinical Facility. University will advise students participating of their obligation to submit to fingerprinting and to obtain clearance in advance of beginning their assignment.
- 6.1.4 Tuberculosis Clearance. In accordance with California Education Code Section 49406, each students participating prior to assignment to the Clinical Facility must obtain at the students participating sole expense an examination by a licensed physician or surgeon within the past 60 days to determine that they are free of active tuberculosis, prior to beginning their assignment in the Clinical Facility. University shall advise students participating of their obligation to provide at their own expense evidence of tuberculosis clearance by a medical professional to the Clinical Facility prior to their assignment start date.
- 6.1.5 Maintain all academic records of the participating students.

6.2 Clinical Facility will:

- 6.2.1 Accept from University a mutually agreed upon number of students for participation in the Program, and permit students and faculty of the University to access appropriate Clinical Facility facilities for the Program to the extent that the presence of students and faculty do not interfere with the regular activities of Clinical Facility.
- 6.2.2 Provide the physical facilities and access to equipment necessary to conduct the Program.
- 6.2.3 The Clinical Facility cooperating professional(s) will assist the University in instructing students and assessing their proficiency, including assessing their proficiency as demonstrated by required work samples.
- 6.2.4 Be responsive to student needs through regular meetings between Clinical Facility's cooperating professional(s) and participating students to provide feedback and answer questions as needed. In addition, the Clinical Facility

cooperating professional(s) will meet with participating students and the University supervisor (on an as needed basis, no more than three times per term) to plan and monitor each student's Program and the completion of identified tasks and experiences.

6.2.5 Have the ability to request that University withdraw from the Program any student which Clinical Facility determines is not performing satisfactorily, or who refuses to follow site procedures, rules and regulations, including inappropriate behavior, dress, or hygiene. Such a request must be in writing and must include a statement of the reason or reasons why Clinical Facility desires to have the student withdrawn. University will consider the request within five (5) days of receipt.

6.2.6 Allow University student observation as follows:

6.2.6.1 Prior to either part-time or full-time field teaching experience, the University may send small groups of students to observe activities within the school(s) of Clinical Facility. As part of degree programs that prepare professionals to work in community agencies, individual students may be given the opportunity to engage in an educational field study experience. The University's students may conduct research projects within the Clinical Facility when activities are consistent with the educational programs of Clinical Facility. These activities will be conducted with the approval and in accordance with the general rules of Clinical Facility and the University. No remuneration will be paid by the University for the privilege of observation, work experience, or research, and no staff rate or other privileges will be earned by Clinical Facility teachers participating in these activities.

7 General Terms

7.1 Each Party hereby agrees to obtain and maintain, during the term of this Agreement, general liability, and professional liability coverage for itself, its employees and agents. Each Party hereby agrees to obtain and maintain, during the term of this Agreement, general liability, and medical professional liability coverage for itself, its employees, agents, and students. In particular, the University shall provide such insurance for students participating in the program.

Such insurance shall be limited to the course and scope of the program that the University has arranged and approved for each student during the specific dates approved by University. The amount of such insurance shall be at minimum One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) in the aggregate.

7.2 Except as limited and conditioned by the Oregon Tort Claims Act (ORS 30.260 through 30.300) and Article XI, Section 7 of the Oregon Constitution, each Party shall be responsible for its tortious acts and those of its officers, agents or employees arising out of, or in any way connected with the acts of each Party under this Agreement.

7.3 The Parties agree that there will be no unlawful discrimination based on race, color, national origin, religion, handicap, age, sexual orientation, or sex, or any other legally protected classification in the performance of this Agreement.

7.4 Family Educational Rights and Privacy Act. Clinical Facility shall not use personally identifiable information from education records it receives in the performance of its obligations under this Agreement for any purpose other than the purposes specified in this

Agreement. Clinical Facility shall provide the University with a copy of procedures it has in place to ensure that only those employees of the Clinical Facility with a legitimate educational interest, as determined by the University, obtain access to personally identifiable information from education records Clinical Facility may receive in the course of performing its obligations under this Agreement. Clinical Facility shall ensure, consistent with any such approved procedures, that only those employees of Clinical Facility with a legitimate educational interest, as determined by the University, obtain access to personally identifiable information from education records Clinical Facility receives from the University. Clinical Facility shall further protect the confidentiality of student information, including personally identifiable information found in education records, and comply with the Family Educational Rights and Privacy Act of 1974 ("FERPA") and its implementing regulations, specifically 20 U.S.C. § 1232g, 34 C.F.R. § 99.1 et seq., and University Policy 571-020, with respect to any disclosure or redisclosure of personally identifiable information from education records obtained from the University. Pursuant to 34 C.F.R. § 99.33(a) and (b), Clinical Facility may not disclose or redisclose personally identifiable information provided by the University or personally identifiable information from education records provided by the University without first obtaining written consent, consistent with 34 C.F.R. § 99.30, which consent must (1) specify the records to be released, (2) state the purpose of the disclosure, (3) identify the party or class of parties to whom disclosure may be made, and (4) be signed and dated by the student whose personally identifiable information is to be disclosed. Electronic signatures are acceptable, provided they comply with 34 C.F.R. § 99.30(d).

- 7.5 Confidential Information. Agency hereby acknowledges that any confidential information it discloses to University, or any duty of the University to destroy records upon completion of use, is subject to the provisions of the Oregon Public Records laws.
- 7.6 This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to conflicts of laws, with any litigation to be filed in Lane County, Oregon.
- 7.7 All notices, payments, certificates or communications shall be delivered or mailed postage prepaid to the Parties at their respective places of business set forth in Exhibit A, unless otherwise designated in writing.
- 7.8 Exhibits. All exhibits which are referred to in this Agreement are incorporated in this Agreement.
- 7.9 No Third Party Beneficiaries: University and Clinical Facility are the only Parties to this Agreement and are the only Parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons.
- 7.10 While the University may have specific policies procedures and standards set out in other places, including a Handbook distributed to all participants in the program, these policies, procedures and standards are for informational purposes only, and create no obligation for either the Clinical Facility or the University.
- 7.11 Clinical Facility represents and warrants that (1) Clinical Facility has the power and authority to enter into and perform this Contract; (2) The individual signing for Clinical Facility is authorized to execute this Contract on behalf of Clinical Facility; (3) This Contract, when executed and delivered, will be a valid and binding obligation of Clinical Facility, enforceable in accordance with its terms; (4) Clinical Facility will, at all times during the term of this Contract, be qualified, professionally competent, and duly licensed to perform the work; and

(6) Clinical Facility is validly existing and in good standing. The warranties set forth in this Section are in addition to, and not in lieu of, any other warranties provided.

7.12 Each Party has participated fully in the review and revision of this Contract and neither Party shall be considered the "drafter" for the purposes of any rule of construction that might cause any provision to be construed against the drafter of the Contract.

7.13 This Agreement may be executed in counterparts, and via facsimile or electronically transmitted signature, each of which will be considered an original and all of which together will constitute one and the same agreement. At the request of a Party, the other Party will confirm facsimile or electronically transmitted signature page by delivering an original signature page to the requesting Party.

7.14 This Agreement constitutes the entire agreement between the Parties. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this agreement. No amendment, consent, or waiver of terms of this agreement shall bind either Party unless in writing and signed by all Parties. Any such amendment, consent, or waiver shall be effective only in the specific instance and for the specific purpose given. The Parties, by signature below of their authorized representatives, acknowledge having read and understood the agreement and agree to be bound by its terms and conditions.

University

By:

Name:

Mark Lessel

Contracts Technician I

Its:

Date:

Mark Lessel
5-25-2021

Clinical Facility

By:

Name:

Its:

Date:

Exhibit A

CLINICAL FACILITY SITE: Berkeley Unified School District
2020 Bonar Street, Berkeley, CA 94702

CONTACT PERSON: Rhonda Cervantes
Human Resources Department

PHONE: (510) 644-6229

FAX: 510.644.6211

ADDRESS: Berkeley Unified School District
2020 Bonar Street
Berkeley, CA 94702

UNIVERSITY OF OREGON PROGRAM: College of Education
U OF O CONTACT PERSON: Tracy Bullock
Practicum & Contracts Specialist

PHONE: 541-346-4474

FAX: 541-346-6772

ADDRESS: 171 HEDCO Education Bldg.
5207 University of Oregon
Eugene OR 97403-5207

COPY LEGAL NOTICES TO: _____
Contracts Manager
University of Oregon
1600 Millrace Drive, Suite 306
Eugene, OR 97403
Fax: 541-346-2425
Uop2help@uoregon.edu