

**AGREEMENT FOR EARLY CHILDHOOD EDUCATION EXPERIENCE
AND USE OF CLASSROOM PRACTICUM FACILITIES**

between

SAN JOSE/ EVERGREEN COMMUNITY COLLEGE DISTRICT

and

[San Jose Unified School district]

DATE FOR THE AGREEMENT: Valid from September 2017 to September 2022

This agreement is between San Jose/Evergreen Community College District of Santa Clara County, hereinafter referred to as "District" and [San Jose Unified School district], hereinafter referred to as "Agency".

WHEREAS, it is to the mutual benefit of the parties that students of the District Early Childhood Education Program use the facilities of Agency for their learning experience.

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

I. AGENCY WILL:

1. Provide classroom practicum for learning experiences for students enrolled in the District Early Childhood Education Program who are designated by District for such experience at Agency. The classroom practicum experience for any one student shall be 110 hours with scheduling of such hours to be mutually agreed upon by the student and Agency.
2. Practicum facilities in conformance with standards of the Occupational Safety and Health Administration, Title 22, and the Public Health Department of the applicable county.
3. Permit the College instructors and students access to these practicum facilities, according to prearranged scheduling.
4. Permit members of the Agency to participate as their time may permit in the classroom practicum experience of the students.
5. Permit the site's supervisor or designee to attend meetings of the District Early Childhood Education Advisory committee, Early Childhood Education Department meeting, or other appropriate committees, to plan, implement, and coordinate the classroom practicum experience in the Early Childhood Education Program when requested by District or the site's supervisor.
6. Reserve the right, after consultation with the District, to refuse to accept for further classroom practicum experience any student who in Agency's judgment is not participating satisfactorily or has not provided adequate documentation of immunization and fingerprinting clearance, provided that the Agency shall not discriminate with respect to the acceptance in or exclusion of students from the program.

II. THE DISTRICT WILL:

1. Permit and/or designate the students enrolled in the District Early Childhood Education Program to be assigned for classroom practicum experience in early childhood education at the Agency, and be responsible for grading their performance in the classroom practicum experience.
2. Provide a College instructor at least one visit per 110 hours of the student's early childhood education practicum. Additional visits may be scheduled as agreed to by the District and Agency. However, the responsibility for education of the children and for directing the actions of students remains with the Agency, regardless of the physical presence of a College instructor.
3. Supervise and control the students in their classroom practicum activities under the general supervision and patient care framework of Agency.
4. Agree that the students shall be subject to requirements and restrictions specified jointly by representatives of District and Agency, including Agency's rules and regulations governing conduct when Agency provides such rules and regulations to the District.
5. Maintain all attendance, academic records and immunization records of the students.
6. Maintain liability insurance covering claims arising from students and College instructors' alleged negligence in the District Early Childhood Education Program.
7. Require students to provide the Agency with documentation it requires as a condition of the learning experience such as immunization records and/or fingerprinting and that the District will be responsible for ensuring immunization and fingerprinting including related costs, if necessary.
8. Provide student employees, paid for through the Federal Work Study program. These students may be screened by Agency to determine appropriate placement, work schedule, site placement, etc. Students must meet all eligibility requirements and procedures with the District's Financial Aid Office as applicable.

III. GENERAL TERMS AND CONDITIONS

1. Early childhood education students assigned by District for classroom practicum or instruction to Agency facilities will not be, in any sense, employees of Agency, and they will receive no compensation from Agency. College instructors are not employees of Agency, and students are not employees of the District. Student presence at the Agency shall be solely for an educational purpose.
2. Recognizing the risk to Agency when it permits its facilities to be used to give early childhood education students training experience, and in consideration of the training

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opportunity for early childhood education students provided by Agency, District hereby assumes the risk of injury to the persons or property of students and College instructors while on the premises of Agency or while participating in classroom practicum experience at Agency, and to third persons or their property as the result of the acts or omissions of students under the supervision of District employees and/or College instructors.

3. District will indemnify and hold Agency harmless from any and all claims and causes of actions which students or instructors 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 classroom practicum 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 while under the supervision of District employees and/or College instructors. 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 persons or property as the result whole or in part of the acts or omissions of Agency employees, agents, or representatives.
5. In connection with its activities hereunder, neither party shall violate those federal and State laws which prohibit discrimination, harassment and retaliation based upon race, nationality, ethnicity, gender, sexual orientation, disability or any other protected classification. Each party shall hold harmless, indemnify and defend the other against any claim or suit alleging that the indemnitor has unlawfully discriminated or harassed or retaliated against the claimant in violation of federal or State anti-discrimination laws.
6. Both parties will obtain insurance coverage insuring their 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.
7. It is understood by the parties to this agreement that the Agency remains responsible for the educational program at all times; and that the education and grading of students remains the responsibility of District.
8. Aside from the provisions expressly stated herein, neither party shall have any monetary obligation to the other, to medical assisting students or to instructors.

THIS AGREEMENT may be terminated by either party six months prior to commencement of each academic year with notice in writing sent by registered mail as follows:

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Notice to Agency:

one copy to:

Notice to District:

one copy to:

Doug Smith
Vice Chancellor Administrative Services
San Jose/Evergreen Community College District
40 South Market Street
San Jose, CA 95113

one copy to:

Madhavi Sudarsana
Early Childhood Education Instructor/Coordinator
San Jose City College
2100 Moorpark Avenue
San Jose, CA 95128

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly appointed representatives:

SAN JOSE/EVERGREEN COMMUNITY COLLEGE DISTRICT

By: _____

Doug Smith

Vice Chancellor,

Administrative Services

Date

AGENCY

By: _____ and _____
Signature Date:

Print Name:

Print Title: