

Education Administration Candidate Acknowledgement, Release of Liability and Promise Not to Sue

Name: ____

CSUB Student ID#

As a student in the California State University, Bakersfield School of Social Sciences and Education, and as a participant in a field review for administrator candidates, I acknowledge and agree to abide by the following:

- I am familiar with Education Code section 51512, which states that "*The Legislature finds that the use by any person, including a pupil, of any electronic listening or recording device in any classroom of the elementary and secondary schools without the prior consent of the teacher and the principal of the school given to promote an educational purpose disrupts and impairs the teaching process and discipline in the elementary and secondary school, and such use is prohibited. Any person, other than a pupil, who willfully violates this section shall be guilty of a misdemeanor."*
- I understand, as a condition of my acceptance into the Educational Administration Education Program, California State University, Bakersfield, its employees and agents, will be taking visual/audio images of me during my time in the program. Visual/audio images are any type of recording, including photographs, digital images, drawings, renderings, voices, sounds, video recordings, audio clips or accompanying written descriptions. CSUB will not materially alter the original images. I agree that CSUB owns the images and all rights related to them. The images will be used for evaluation of my instruction and demonstration of my fieldwork and course components.
- Additionally, the images may be used in any manner or media without notifying me, such as university-sponsored web sites, publications, promotions, broadcasts, advertisements, posters and theater slides, as well as for non-university uses. I waive any right to inspect or approve the finished images or any printed or electronic matter that may be used with them.
- I release CSUB and its employees and agents, including any firm authorized to publish and/or distribute a finished product containing the images, from any claims, damages or liability which I may ever have in connection with the taking of use of the images or printed material used with the images.
- The Department will maintain all submitted materials collected in connection with my coursework or field review for a period of 7 years after my field review is completed.
- I am responsible for preparing a Student Release Form (Exhibit A) for every student in the classroom(s) involved in my field review, including obtaining and collecting permissions from the parents/legal guardians of each child in the classroom, and (as necessary) the Administrator Release Form.
- I may not videotape or record, or cause to be videotaped or recorded, any student whose fully-executed release I have not obtained prior to the videotape being made.
- I must delete or destroy any videotapes or other recordings made by or stored on my personal device as soon as the purpose for which they were created and collected (*i.e.*, the field review) is complete.
- I must delete or destroy any videotapes or other recordings stored in common storage (e.g., cloud-based storage, flash drives, memory sticks, etc.) as soon as the purpose for which they were created and collected (*i.e.*, the field review) is complete.

- I will not upload or store any videotape or recording to non-secure and/or publicly accessible locations (e.g, You Tube, Facebook, Instagram, Snapchat). I understand violation of this requirement could have a negative effect on my ability to keep or earn a credential in California.
- I may not use any videotape or recording of my clinical practice made during my field review, whether created by me or another person, for any purpose other than for the field review.
- I hereby affirm that I will follow the privacy conventions and permission requirements of my program and school district. I certify that I will secure and will hold on file signed copies of all necessary permission forms from all responsible individuals until my field review is complete.
- I hereby grant California State University, Bakersfield the full, unrestricted rights to the use of any and all materials written and submitted by me in conjunction with the Administrator Performance Assessment (the "Materials"), in any form, including edited versions, in presentations, over the Internet, broadcast cable, satellite transmissions, and media that are unknown at this time, for instructional purposes worldwide.
- In consideration for participating in the field review, on behalf of myself and my next of kin, heirs and representatives, I release from all liability and promise not to sue the State of California, the Trustees of the California State University, California State University Bakersfield, and their employees, officers, directors, volunteers and agents (collectively, "University") from any and all claims, including claims of the University's negligence, resulting in any economic or noneconomic injury I may suffer because of my participation in the field review, including but not limited to any third party claims arising out of the use of videotaping or other recording.

Rights and Responsibilities of Students (CSUB Academic Integrity Policy)

The principles of truth and integrity are recognized as fundamental to a community of teachers and scholars. The University expects that both faculty and students will honor these principles and in so doing will protect the integrity of all academic work and student grades. Students are expected to do all work assigned to them without unauthorized assistance and without unauthorized assistance and without giving unauthorized assistance. Faculty have the responsibility of exercising care in the planning and supervision of academic work so that honest effort will be encouraged and positively reinforced.

Full text: https://www.csub.edu/osrr/Academic%20Integrity%20/index.html

I am 18 years or older and competent to sign this release. I understand the legal consequences of signing this document, including (i) releasing the University from all liability; and (ii) promising not to sue the University. I understand that this document is written to be as broad and inclusive as legally permitted by the State of California. I agree that if any portion is held to be invalid or unenforceable, then I will continue to be bound by the remaining terms. I have read this release and reviewed the full Academic Integrity Policy before signing, I understand its contents, and I freely accept the terms.

I consent for CSUB to post my image to a Social Media website. **DO NOT** post my image to a Social Media website.

Candidate Signature-ink only

Candidate Printed Name

Date Signed

I hereby submit my application for admission to the Credential Program at California State University, Bakersfield. I certify that, to the best of my knowledge all information contained in this application and on any supplemental material filed with this application is true and accurate. I authorize the appropriate committee to inquire or seek any additional information it should require.