

AGREEMENT BETWEEN
CALIFORNIA STATE UNIVERSITY, FRESNO
College of Science and Mathematics
Department of Psychology

AND

MORGAN HILL UNIFIED SCHOOL DISTRICT

This AGREEMENT is made and entered on 7/20/17 pursuant to Education Code 89036, by and between the TRUSTEES OF THE CALIFORNIA STATE UNIVERSITY, hereinafter called the "Trustees", on behalf of CALIFORNIA STATE UNIVERSITY, FRESNO, hereinafter called the "Institution", and MORGAN HILL UNIFIED SCHOOL DISTRICT hereinafter called the "Agency".

WITNESSETH

WHEREAS, the Trustees have approved a School Psychology Program for the Institution and such program requires practicum and internship experiences, and

WHEREAS, the Agency has facilities and accredited supervisors suitable for providing clinical/educational experience for the Institution's program, and

WHEREAS, THEREFORE, in consideration of the covenants, conditions, and stipulations hereinafter expressed and in consideration of the mutual benefits derived there from, the parties hereto agree as follows:

I. AGENCY SHALL:

- A. Provide facilities as presently available and as necessary for the development and maintenance of a clinical/educational experience for students of the program.**
- B. Maintain the Agency facilities used for the clinical/educational experience in such a manner that said facilities shall conform to all requirements of applicable State Boards, and/or Business and Professional Codes.**
- C. Assure that staff is adequate in number and quality to insure safe and continuous management of the student program in cooperation with the Institution's instructor.**
- D. Provide Instructors and students taking part in the field experience, whenever possible, other incidentals that may be mutually agreeable.**
- E. Provide emergency first aid for any student who becomes sick or injured by conditions arising out of or in the course of said student's participation in the clinical experience at the Agency. Provide medical examinations or other protective measures that may be required by the Agency.**
- F. Have the right, after consultation with the Institution, to refuse to accept for further clinical/educational experience any of the Institution's students who in the Agency's judgment, are not participating satisfactorily.**

II. INSTITUTION SHALL:

- A. Designate the students who are enrolled in the program of the Institution to be assigned for clinical/educational experience at the Agency.**
- B. Supervise all instruction and clinical experience given at the Agency to the assigned students and provide the necessary instructors for the clinical experience program provided for under this agreement.**
- C. Advise every student to conform to all applicable Agency policies, procedures, regulations, and all requirements and restrictions specified jointly by representatives of the Institution and Agency.**
- D. Advise students that they may be required to obtain district fingerprint clearance at their own cost.**
- E. In consultation and coordination with the Agency's representatives, plan for the clinical/educational experience to be provided to students under this agreement.**
- F. In consultation and coordination with the Agency's staff for periodic conferences between appropriate representatives of the Institution and Agency to evaluate the clinical/educational experience of the program.**

III. GENERAL PROVISIONS:

- A. Both Parties agree to maintain general liability insurance and licensed professional liability insurance with limits not less than \$1,000,000 per claim or occurrence with a \$3,000,000 annual aggregate. Both Parties agree to provide the other party with proof on insurance upon written request. Such proof shall not deny naming the other Party as Additional Insured.**
- B. Agency hereby agrees to indemnify, defend and hold harmless the Institution, its directors, officers, trustees, representatives, agents, and employees, from and against any and all present and future claims, demands, actions or judgments, and expenses (including reasonable attorneys' fees), resulting from, based upon, or arising out of acts or omissions for services performed under, or pursuant to, this agreement, including but not limited to wrongful death, bodily injury, personal injury, emotional distress, pain and suffering, loss of consortium, lost wages, theft, and property damage, except to the extent that, such claims, demands, actions or judgments and expenses (including reasonable attorneys' fees) are caused by, or resulting from, the gross sole negligence or willful acts or omissions of the Institution, its directors, officers, trustees, representatives, agents, and employees. This indemnity shall apply**

III. GENERAL PROVISIONS CONTINUED:

without regard to whether the claim, damage, liability, or expense is based on breach of contract, breach of warranty, negligence, strict liability, tort, or otherwise. This indemnity shall survive delivery and acceptance of goods or services.

Institution hereby agrees to indemnify, defend and hold harmless the Agency, its administrators, trustees, representatives, agents, and employees, from and against any and all present and future claims, demands, actions or judgments, and expenses (including reasonable attorneys' fees), resulting from, based upon, or arising out of acts or omissions for services performed under, or pursuant to, this agreement, including but not limited to wrongful death, bodily injury, personal injury, emotional distress, pain and suffering, loss of consortium, lost wages, theft, and property damage, except to the extent that, such claims, demands, actions or judgments and expenses (including reasonable attorneys' fees) are caused by, or resulting from, the gross sole negligence or willful acts or omissions of the Agency, its administrators, trustees, representatives, agents, and employees. This indemnity shall apply without regard to whether the claim, damage, liability, or expense is based on breach of contract, breach of warranty, negligence, strict liability, tort, or otherwise. This indemnity shall survive delivery and acceptance of goods or services.

- C. There shall be no monetary obligation on the Institution or Agency, one to the other.**
- D. This Agreement may at any time be altered, changed, or amended by mutual agreement of the parties in writing. Additionally, this Agreement is not legal and binding upon any of the parties concerned until signed on behalf of the Trustees of the Institution, and the Agency.**

IV.

This agreement shall become effective on the date of countersignature and shall continue for a period of one (1) year provided, however, it may be terminated by either party after giving the other party sixty (60) 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 the Institution, as to any student who at the date of mailing of said notice by the Agency was participating in said program until such student has completed the program for the then academic year.

Any written notice given this Paragraph IV shall be sent by registered mail to each address below:

California State University, Fresno
Purchasing Department
5150 N. Maple Avenue
Fresno, CA 93740-0111

California State University, Fresno
College of Science and Mathematics, Psychology
2576 E. San Ramon, Mail Stop ST11
Fresno, CA 93740-8039

INSTITUTION:
CALIFORNIA STATE UNIVERSITY, FRESNO

By Marilyn Wilson 7/24/17
Marilyn Wilson Date
Coordinator School Psychology Program

By Bryce O'Hara 7/20/17
Director of Procurement Date

By Loa Kao 7/20/17
Risk Management Date

AGENCY:
MORGAN HILL UNIFIED SCHOOL DISTRICT

By _____