

AGREEMENT BETWEEN
CALIFORNIA STATE UNIVERSITY, FRESNO

Kremen School of Education and Human Development
Credential Programs

AND

Unified School District

(Agency's Name)

THIS AGREEMENT is made and entered on _____ 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 _____ Unified School District called the "Agency".

WITNESSETH:

WHEREAS, the Institution provides an accredited health care or educational program, approved by the Trustees which requires clinical/education experience and the use of clinical/educational facilities; and

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

WHEREAS, it is to the mutual benefit of the parties hereto that candidates have opportunities to use the facilities of the Agency for their learning experience.

NOW, THEREFORE, in consideration of the covenants, conditions, and stipulations hereinafter expressed and in consideration of the mutual benefits derived therefrom, 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 candidates 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.

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- C. Assure that staff is adequate in number and quality to insure safe and continuous management of the candidate program in cooperation with the Institution's instructors.
- D. Provide instructors and candidates taking part in the field experience, whenever possible, other incidentals that may be mutually agreeable.
- E. Provide emergency first aid for any candidate who becomes sick or injured by conditions arising out of or in the course of said candidate'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 candidates who in the Agency's judgment, are not participating satisfactorily.
- G. Permit video capture for candidate reflection and State requirements. Video will only be used for educational purposes and will not be made public.

II. INSTITUTION SHALL:

- A. Designate the candidates who are enrolled in the program of the Institution to be assigned for clinical/educational experience at the Agency, in such numbers as are mutually agreed to by both parties.
- B. Establish a rotational plan for the clinical/educational experience by mutual agreement between appropriate representatives.
- C. Provide external coaching/supervision to the Agency, which will provide the necessary oversight for the clinical/Educational experience program provided for under this agreement. Keep all attendance and academic records of candidates' participation in said program.
- D. Advise every candidate to conform to all applicable Agency policies, procedures, regulations, and all requirements and restrictions specified jointly by representatives of the Institution and Agency.
- E. In consultation and coordination with the Agency's representatives, plan for the clinical/educational experience to be provided to candidates under this agreement.
- F. In consultation and coordination with the Agency's staff, periodic conferences between appropriate representatives of the Institution and Agency will be scheduled to provide evaluation and mentoring of the candidate's clinical/educational experience in the program.

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III. GENERAL PROVISIONS:

- A. Candidates are volunteers of the Agency and entitled to Worker's Compensation coverage. The Institution will provide Worker's Compensation coverage to students for injury or disease arising out of their use of the Agency's facility while participating in the Institution's program.
- B. Trustees shall be responsible for damages caused by the negligent acts of its officers, agents, and employees occurring in the performance of this agreement. Agency shall be responsible for damages caused by the negligent acts of its officers, agents and employees occurring in the performance of this agreement. It is the intention of the Institution and Agency that the provision of this paragraph be interpreted to impose on each party responsibility for the negligent acts of their respective officers, agents, and employees. Candidates/Students will be responsible for their own professional liability insurance.
- C. This Agreement shall become effective on the date of countersignature and shall continue to a period of five (5) years, provided however, it may be terminated by either party after giving the other party sixty (60) days advance written notice of its intentions to so terminate.
- D. There shall be no monetary obligation on the Institution or Agency, one to the other.
- E. 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.

AGREEMENT No. _____

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

Agency Name & Address:

Dept. Name & Address:
California State University, Fresno
Procurement & Support Services
5150 N. Maple Ave., M/S JA111
Fresno, CA 93740-8026
(559) 278.2111

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

INSTITUTION
CALIFORNIA STATE UNIVERSITY, FRESNO

AGENCY

By _____
Brian Cotham Date _____
Title: Director of Procurement

By _____
Date _____
Name: _____
Title: _____

By _____
Lisa Kao Date _____
Title: Associate Director, Environmental Health & Safety and Risk Management

