

AGREEMENT No. \_\_\_\_\_

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AGREEMENT

BETWEEN

CALIFORNIA STATE UNIVERSITY, FRESNO

**Kremen School of Education and Human Development**  
**Department of Counseling, Special Education, and Rehabilitation**

AND

**TULARE CITY SCHOOL DISTRICT**

(Agency's Name)

**This AGREEMENT is made and entered on JANUARY 23, 2009 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 Agency's Name 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 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:**

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STATE UNIVERSITY, FRESNO; **Kremen School of Education and Human Development**  
AND **TULARE CITY SCHOOL DISTRICT**

**2. 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.**

**V. INSTITUTION SHALL:**

**VI.**

- A. Designate the students 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.**

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- B. Establish a rotational plan for the clinical/educational experience by mutual agreement between appropriate representatives.**
- C. Provide external supervision to the Agency, which will provide the necessary on-site supervision for the clinical/educational experience program provided for under this said program.**
- D. 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.**
- 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.**

**VII. GENERAL PROVISIONS:**

- A. Students 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 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 agreements. It is the intention of the Institution and Agency that the**

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**provision of this paragraph be interpreted to impose on each party responsibility for the negligent acts of their respective officers, agents, and employees. 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.**
- F. 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.**

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

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**INSTITUTION:**  
**CALIFORNIA STATE UNIVERSITY, FRESNO**

By \_\_\_\_\_  
**Margie Phillips** **Date**  
**Director of Procurement**

By \_\_\_\_\_  
**Steve Martinez** **Date**  
**Director, EHS / Risk Management**

**AGENCY:**  
**TULARE CITY SCHOOL DISTRICT**

By \_\_\_\_\_  
**Date**  
**PRINTED NAME:** \_\_\_\_\_  
**TITLE:** \_\_\_\_\_

By \_\_\_\_\_  
**Date**  
**PRINTED NAME:** \_\_\_\_\_  
**TITLE:** \_\_\_\_\_

