



Pupil Personnel Services Division
SCHOOL OF EDUCATION

AGREEMENT BETWEEN

FRESNO PACIFIC UNIVERSITY
DIVISION OF PUPIL PERSONNEL SERVICES

&

SYLVAN UNION SCHOOL DISTRICT
MODESTO, CALIFORNIA

THIS AGREEMENT entered into this 8th of February in the year 2019 by and between Fresno Pacific University, hereinafter called the University, and Sylvan Union School District, Modesto California, hereinafter called the District.

It is mutually agreed between the parties hereto, as follows:

I.

"Field/Supervised or Internship Experiences" as used herein and elsewhere in this Agreement, means active participation in the duties and functions of a professional school counselor/psychologist under the direct supervision and instruction of employees of the University and facilitated by employees of the District (school site cooperating professionals) who hold a valid PPS School Counseling/Psychology credential issued by the California Commission on Teaching Credentialing (CTC) authorizing them to serve as a professional in the schools in which the internship is provided. School site cooperating professionals shall refer to an employee of the District holding a valid, clear, pupil personnel services credential issued by the Commission who has two or more years of experience in their credentialed field of work.

The District shall provide an Internship experience through the pupil services program operating within the jurisdiction of the District. Such experiences shall be conducted under the direct supervision and instruction of employees of the University and facilitated by employees of the District.

The District may refuse to accept for an Internship Experience any intern of the University assigned to the District, and upon the request of the District, the University shall terminate the assignment of the intern in the District. Students (School Counseling/Psychology interns) shall be subject to the standard background check of other applicants for employment.

The District agrees to provide a field broad and multifaceted experience and provide interns the opportunity to engage in the full range of activities expected of a school counselor/psychologist. The District agrees to provide each intern adequate time in the school setting to complete the field-based requirements outlined in the course syllabus for

Internship in School Counseling/Psychology. The intern will provide this information to their school site cooperating professional.

In addition to the course syllabi, the CTC requires the following experience to be an integral part of the internship fieldwork experience to that extent these activities include, but are not limited to:

1. developing and implementing prevention as well as intervention programs for individuals and groups of pupils;
2. consultation (with school staff and parents);
3. counseling, (individual, group, class, and crisis with pupils and parents);
4. screening and assessment;
5. coordination of resources, programs;
6. opportunities for interdisciplinary team membership;
7. opportunities to assess the effectiveness of instructional and behavioral interventions for individuals and groups of pupils;
8. opportunities to work with pupils from diverse socioeconomic, ethnic, and cultural backgrounds; and
9. opportunities for professional development (professional conferences and in-service training).
10. an individualized plan for each student developed jointly between the School site cooperating professional, the student and the University supervisor.

The District agrees to provide interns with a minimum of two hours of supervision each week (prorated for part-time placements).

Students are volunteers of the District and entitled to Worker's Compensation coverage. The University will provide Worker's Compensation coverage to students for injury or disease arising out of their use of the District's facility while participating in the University's program.

II.

Liability Insurance. University and the District shall maintain in full force and effect, at all times during the term of this Agreement, the following liability insurance:

1. Commercial General Liability Insurance including, but not limited to, personal injury (including bodily injury and death) and property damage for liability arising out of each of their intern's performance under the Agreement. Said insurance coverage shall be no less than ONE MILLION DOLLARS (\$1,000,000) per occurrence and THREE MILLION DOLLARS (\$3,000,000) aggregate.
2. Professional Liability (Errors and Omissions) Insurance for liability arising out of, or in connection with, each of their intern's performance under this Agreement. Coverage shall include Abuse or Molestation Liability. Coverage shall be no less than ONE

MILLION DOLLARS (\$1,000,000) per claim and THREE MILLION DOLLARS (\$3,000,000) aggregate.

At the request of the District, the University shall deliver all required certificates of insurance to the District. The certificates shall make reference to all provisions and endorsements referred to in this section and shall be signed on behalf of the insurer by its authorized representative.

Insurance provided under University's policy shall be primary and any insurance maintained by the District shall apply, only if required by law, in excess of and not contributory with insurance required under the terms of this Agreement.

III.

This assignment of a student of the University to Internship experiences in the District shall be deemed to be effective for the purposes of this Agreement as of the date the student presents to the proper authorities of the University the preliminary Certificate of Clearance (or other state-mandated clearance) and to the District the assignment sheet issued by the University.

IV.

Each party shall be responsible for the negligence of its own employees. Liability is limited by California Commission on Teaching Credentialing and all other applicable laws. For purposes of this paragraph, the actions of an Intern, while acting within the legitimate scope of their authority, shall be deemed to be the actions of the University.

V.

Discrimination Clause

The University and the District agree to abide by the requirements of the following as applicable: Title VI of the Civil Rights Act of 1964 and Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972, Federal Executive Order 11246 as amended, the Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, and the Fair Housing Act of 1968 as amended; and the District agrees to abide by the requirements of the Americans with Disabilities Act of 1990.

The University and the District agree not to discriminate in their respective employment practices, and will render services under this contract without regard to age, race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, or disabilities. Any act of discrimination committed by the University or the District or failure to comply with these statutory obligations when applicable shall be grounds for termination of this contract.

VI.

This Agreement will remain in force until the University or District wishes to terminate the agreement. Notwithstanding anything herein contained to the contrary, this Agreement may be terminated and the provisions of this Agreement may be altered, changed, or amended by the mutual consent of the parties hereto.

Eileen Whelan, Ph.D., BCBA-D
Fresno Pacific University
1717 S. Chestnut Avenue
Fresno, CA 93702

Sylvan Union School District
605 Sylvan Ave.
Modesto, CA 95350

Eileen M Whelan 1/24/19

Eileen M. Whelan

Date

Superintendent or Designee

Date

Robert [unclear] 2/25/19

Chief Financial Officer

Date

**Clerk or Secretary
of the Board of Trustees**

Date