

Memorandum of Understanding
Between
Santa Rosa City Schools (SRCS)
And
Sonom State University, (SSU)

Elsie Allen High School (EAHS), part of the Santa Rosa City School District, and Sonoma State University desire to establish a relationship between the two institutions who agree to cooperate with each other as follows:

Scope of Cooperation

Subject to mutual consent, the areas of cooperation will include academic and support services offered by both institutions to carry out the development and implementation of the University Center at Elsie Allen High School dual enrollment (early entrant) and guaranteed admissions for first time first year applicants from EAHS. Such services will include the following:

- A. Both institutions agree to provide staff to work as part of the Advisory Board for the University Center program.
- B. SRCS will develop and distribute promotional materials for the University Center, conduct county-wide recruitments and interview all applicants for the program. SRCS will be responsible for assuring continued enrollment in the University Center.
- C. SRCS will provide a part-time program coordinator.
- D. Early Entrants
 - a. Participants must maintain a minimum high school gpa of 3.00 and a cumulative college gpa of 2.5.
 - b. Early entrant participants must apply for each term and SRCS is responsible for verifying that GPA requirements are met prior to applying.
 - c. SSU may enroll up to 120 students per semester from EAHS under the "Early Entrant" agreement provided by the CSU Chancellor's Office.
 - d. EAHS students will be permitted to enroll in up to 6 units per semester at SSU as space permits.
 - e. SSU will identify courses for enrollment by University Center students. Students will have **registration I priority**.
- E. SRCS is responsible for the following to maximize admissions to SSU:
 - a. SRCS will be responsible for all transportation costs to and from SSU.
 - b. SRCS will ensure that all first time first year applicants complete a-g coursework with a minimum of 2.5 grade point average and/or a multi-factor score of 2950 for CA residents and/or are held to the current admissions requirements of SSU for non-impacted majors.
 - i. Note: there are different eligibility criteria for non CA residents.
 - c. SRCS acknowledges that guaranteed admissions does not apply to Impacted Majors as they have their own set of criteria that needs to be met.
 - d. SRCS first time first year applicants must submit a Cal State Apply Application to SSU by the application deadline.
 - e. SRCS students must graduate in good standing in the Spring term prior to their first time first year admissions term at SSU.
 - f. SRCS will communicate upcoming SSU events, distribute promotional materials

and send out announcements on behalf of SSU utilizing SRCS email lists, text messaging and/ or other communication tools.

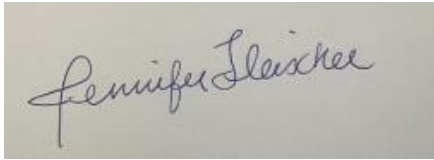
- g. SRCS will allow an SSU Recruiter, per the Recruiter's availability, to visit EAHS campus up to two times a year to provide application workshops and/ or informational sessions to their students.

F. SSU is responsible for the following to maximize admissions to SSU:

- a. SSU will guarantee entrance to the institution to all University Center graduates who meet the minimum requirements, as identified by Sonoma State University.
- b. SSU will provide information and counseling regarding the college application and financial aid processes.
- c. SSU will organize and host campus visits and an annual Fall Orientation for University Center students and parents.

The terms for each specific service or activity implemented under this *Memorandum of Understanding* shall be mutually agreed upon in writing by both parties prior to the initiation of that activity. Any such agreements entered into, as outlined above, will form appendixes to this *Memorandum of Understanding*. Each institution shall designate a liaison to develop and coordinate the specific activities agreed upon.


The designated **liaisons** for the purposes of executing services and activities are:

Santa Rosa City Schools	Sonoma State University
Name: Jennifer Fleischer	Name: Erik Dickson
Title: Program Coordinator	Title: Interim Associate Vice-President for Student Affairs
Address: 599 Bellevue Avenue, Santa Rosa, CA 95407	Address: 1801 East Cotati Ave., Rohnert Park, CA 94928
Email: jfleischer@srcs.k12.ca.us	Email: dickson@sonoma.edu
Phone: (707) 975-1659	Phone: (707) 664-2669
Signature: 	Signature: N/A
Date: 9/1/2022	

Notification of any change in liaisons shall be made by letter without amending this *Memorandum of Understanding*.

Renewal, Termination, and Amendment

This Memorandum of Understanding shall remain in force for a period of two (2) years from the date of execution, with the understanding that it may be terminated by the appropriate authorities of either party giving six (6) months notice to the other party in writing, unless an earlier termination date is mutually agreed upon. The Memorandum of Understanding may be amended or extended by mutual written consent of the two parties.

Santa Rosa City Schools	Sonoma State University
Name: Anna Trunnell	Name: Trudee Herman
Title: Superintendent	Title: Contract Specialist
Address: 211 Ridgway Avenue, Santa Rosa, CA	Address: 1801 East Cotati Ave., Rohnert Park, CA 94928
Email: atrunnell@srcs.k12.ca.us	Email: trudee.herman@sonoma.edu
Phone: (707) 890-3800 x80101	Phone: 707-664-3239
Signature:	Signature: 
Date:	Date: 9-23-2022



**SANTA ROSA CITY SCHOOLS
SERVICE CONTRACT**

This CONTRACT is hereby entered into between the Governing Board of the Santa Rosa City Schools, hereinafter referred to as "DISTRICT", OR "BOARD" and Museum of Sonoma County, hereinafter referred to as "CONTRACTOR".

SCHOOL SITE/DEPARTMENT USE ONLY

Check one of the following:

Independent Contractor/Business/Organization* Professional Services** Partnership***

- * Any person, business, or organization that will be providing non-professional services to the District
- ** Any person, business, or organization that will be providing professional services to the District (Usually as a result of an RFP, i.e., services that require extensive technical knowledge or training in their particular area of expertise.) Engineers, Financial Advisors, Architects, Auditors, Surveyors, Inspectors, etc.
- *** Two or more persons, businesses, corporations, or organizations that will be partnering with the District to perform certain services with the District

SCHOOL SITE/DEPARTMENT USE ONLY

Funding Source: NA – No Cost to the District

Funding Category: Base Supplemental Concentration
 Restricted: _____ Other _____

For Billing (if applicable): Bill to: _____ Billing Frequency: _____

Contract is: _____ Renewal Addendum Amendment

Number of Individuals Served: Approx. 520 students and 16 teachers districtwide at Title I schools

Approved at Site by*: _____ Date: _____
*Signature-**FOR CONTRACTS ORIGINATED BY SCHOOL SITE**

Departmental Approval:** _____ Date: _____
Signature-DISTRICT OFFICE DEPT.**

Contract Created by: Kelley Dillon, Executive Director, Educational Services **Phone #:** 707-890-3800 x 80304
Name of SRCS employee AND dept. or school site

Proposed Contract Start Date: October 13, 2022 **Proposed Contract End Date:** June 30, 2023

Requisition #: _____

BUSINESS SERVICES USE ONLY

Verified Receipt of: Insurance(s) W-9 Form HR Clearance, if applicable

Funding Source/Funding Category verified: YES NO | **Board Approval Date:** _____

Verified by: _____ Date: _____
Fiscal Services Authorizer **LAST REVISED ON 4-5-17**

1. Services.

(a) DISTRICT's Responsibilities and Duties:

The District shall:

1. Meet with Museum of Sonoma County staff to coordinate the trips, including dates, transportation and any volunteer requirements/protocols
2. Work with site staff and West County Transportation to help secure bus transportation for trips
3. Support staff at school sites with selecting dates and preparing for the trips
4. Communicate with Museum of Sonoma County regarding bus costs so that bus costs can be reimbursed/paid for

(b) CONTRACTOR's Responsibilities and Duties:

The Contractor shall:

1. Meet with staff from Santa Rosa City Schools to support the coordination of the trips, including dates, transportation and any volunteer requirements/protocols
2. Plan and facilitate the museum experience, including docent led tour and art lesson
3. Coordinate with the participating classroom 2 follow up visits to the school site
4. Provide funds to Santa Rosa City Schools to cover the costs of all bus transportation for the school trips

2. Term. CONTRACTOR shall commence providing services under this CONTRACT on October 13, 2022, and will continue through June 30, 2023, subject to revision and renewal with BOARD approval in subsequent years. Pursuant to Education Code §17596, in no event shall this CONTRACT exceed a term of five (5) years.

3. Compensation. DISTRICT agrees to pay CONTRACTOR for services satisfactorily rendered pursuant to this CONTRACT a total fee not to exceed Zero Dollars (\$0). DISTRICT shall pay CONTRACTOR according to the following terms and conditions:

No cost to the district

4. Expected Outcomes (Deliverables). DISTRICT expects the following outcomes from the services performed by CONTRACTOR pursuant to this CONTRACT (What was the positive impact on the students? How will/is it measured?):

1. Approximately **520** 5th grade students from our Title I schools will visit the Museum of Sonoma County on a field trip followed by 2 additional classroom follow up visits.
2. Students will experience a docent led tour and art lesson which begins at the museum and is completed in 2 follow up school site visits.
3. Students will learn about the art and artists in the current museum exhibit.

5. Alignment with DISTRICT Strategic Plan. This CONTRACT supports the following Strategic Plan Goals (check all that apply):

- Provides a coherent, rigorous, and relevant teaching and learning program to graduate college and career ready students.
 - Increases student and family wellness and engagement through the full-service community school model.
 - Serves all students with a fair, just, and equitable distribution of resources: Personnel, financial, and instructional.
 - Provides safe and inviting facilities with current technology.
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6. Expenses. Except as set forth herein, DISTRICT shall not be liable to CONTRACTOR for any costs or expenses paid or incurred by CONTRACTOR in performing services for DISTRICT.

7. Independent Contractor. CONTRACTOR, in the performance of this CONTRACT, shall be and act as an independent contractor. CONTRACTOR understands and agrees that he/she and all of his/her employees shall not be considered officers, employees or agents of the DISTRICT, and are not entitled to benefits of any kind or nature normally provided employees of the DISTRICT and/or to which DISTRICT'S employees are normally entitled, including, but not limited to, State Unemployment Compensation, Workers' Compensation, Health and Welfare Benefits, Paid Vacation, Retirement Program Participation, or any other employee benefits. CONTRACTOR assumes the full responsibility for the acts and/or omissions of his/her employees or agents as they relate to the services to be provided under this CONTRACT. CONTRACTOR shall assume full responsibility for payment of all federal, state, and local taxes or contributions, including unemployment insurance, social security, and income taxes with respect to CONTRACTOR and CONTRACTOR'S employees.

8. Materials. CONTRACTOR shall furnish, at his/her own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this CONTRACT. CONTRACTOR'S services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of his/her profession.

9. Taxes. Federal Internal Revenue Service's regulations require that school districts report all payments to individuals for CONTRACTOR services. CONTRACTOR agrees to file federal and state tax returns and pay all applicable state and federal taxes on amounts paid pursuant to this CONTRACT. In the event DISTRICT is audited for compliance regarding any applicable taxes, CONTRACTOR agrees to furnish DISTRICT with proof of payment of taxes on these earnings.

10. Indemnification:

- (a) CONTRACTOR shall indemnify, defend with counsel acceptable to DISTRICT, and hold harmless to the full extent permitted by law, DISTRICT and its Board of Trustees, officers, agents, employees and volunteers from and against any and all liability, loss, damage, claims, expenses and costs (including, without limitation, attorney fees and costs and fees of litigation) (collectively, "Liability") of every nature arising out of or in connection with CONTRACTOR'S performance or failure to perform its obligations

under this CONTRACT, except such Liability caused by the active negligence, sole negligence or willful misconduct of the DISTRICT. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for CONTRACTOR or its agents under workers' compensation acts, disability benefit acts, or other employee benefit acts.

- (b) CONTRACTOR shall be liable to DISTRICT for any loss or damage to DISTRICT property arising from or in connection with CONTRACTOR'S performance hereunder.

11. **Insurance:** With respect to the performance of work under this CONTRACT, CONTRACTOR shall maintain and shall require all of its subcontractors, if any, to maintain insurance as indicated below:

- (a) Worker's compensation insurance with statutory limits as required by the Labor Code or the State of California. The policy shall be endorsed with the following specific language: "This policy shall not be canceled or materially changed without first giving thirty (30) days prior written notice to the DISTRICT".

- (b) Commercial or Comprehensive General Liability insurance covering bodily injury and property damage using an occurrence policy form, in an amount no less than \$1,000,000 per occurrence, \$2,000,000 aggregate. Such insurance shall include, but not be limited to premises and operations liability, independent CONTRACTOR's liability, and personal injury liability.

- (c) Automobile liability insurance covering bodily injury and property damage in an amount no less than \$1,000,000 combined single limit for each occurrence. Such insurance shall include coverage for owned, hired, and non-owned vehicles.

- (d) Each such comprehensive or commercial general liability and automobile liability insurance policy shall be endorsed with the following specific language:

- (1) DISTRICT, its officers and employees, is named as additional insured for all liability arising out of the operations by or on behalf of the named insured in the performance of this CONTRACT.

- (2) The inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, and the coverage afforded shall apply as though separate policies had been issued to each insured, but the inclusion of more than one insured shall not operate to increase the limits of the company's liability.

- (3) The insurance provided herein is primary coverage to DISTRICT with respect to any insurance or self-insurance programs maintained by DISTRICT and no insurance held or owned by DISTRICT shall be called upon to contribute to a loss.

- (4) This policy shall not be canceled or materially changed without first giving thirty (30) days prior written notice to DISTRICT.

- (e) Sexual Abuse and Molestation coverage in an amount no less than \$1,000,000 per occurrence, with an annual aggregate of \$2,000,000, endorsed with the following specific language: "This policy shall not be canceled or materially changed without first giving thirty (30) days prior written notice to DISTRICT." **[Required if Contractor will be directly supervising children]**

(f) Professional Liability (Errors and Omissions) Insurance for all activities of the CONTRACTOR arising out of or in connection with this CONTRACT is an amount no less than \$1,000,000 combined single limit for each occurrence endorsed with the following specific language: "This policy shall not be canceled or materially changed without first giving thirty (30) days prior written notice to DISTRICT." **[Required if Professional Services is checked on first page]**

(g) Documentation: The following documentation shall be submitted to the DISTRICT:

(1) Properly executed certificates of insurance clearly evidencing all coverages, limits, and endorsements required above. The certificates shall be submitted prior to commencement of services under this CONTRACT.

(2) Signed copies of the specified endorsements for each policy. Said endorsement copies shall be submitted within thirty (30) days of execution of this CONTRACT.

(3) Upon DISTRICT'S written request, certified copies of insurance policies. Such policy copies shall be submitted within thirty (30) days of DISTRICT'S request.

(h) Policy Obligations: CONTRACTOR'S indemnity and other obligations shall not be limited by the foregoing insurance requirements.

(i) Material Breach: If CONTRACTOR, for any reason, fails to maintain insurance coverage, which is required pursuant to this CONTRACT; the same shall be deemed a material breach of contract. DISTRICT, at its sole option, may terminate this CONTRACT and obtain damages from the CONTRACTOR resulting from the breach. Alternatively, DISTRICT may purchase such required insurance coverage, and without further notice to CONTRACTOR, County may deduct from sums due to CONTRACTOR any premium costs advanced by DISTRICT for such insurance. These remedies shall be in addition to any other remedies available to DISTRICT.

12. Termination:

(a) DISTRICT may terminate this CONTRACT without cause by giving thirty (30) calendar days written notice to CONTRACTOR. In the event DISTRICT elects to terminate the CONTRACT without cause, it shall pay CONTRACTOR for services satisfactorily rendered to such date.

(b) If either party fails to perform any of its obligations hereunder, within the time and in the manner hereunder provided or otherwise violates any of the terms of the CONTRACT, either party may immediately terminate this CONTRACT by giving written notice of such termination, stating the reason for such termination. In such event, CONTRACTOR shall be entitled to receive payment for all services satisfactorily rendered, provided, however, that there shall be deducted from such amount the amount of liquidated damages, if any, sustained by DISTRICT by virtue of any breach of the CONTRACT by CONTRACTOR.

13. Fingerprints. The DISTRICT has considered the totality of the services to be provided under this CONTRACT and has determined that CONTRACTOR and CONTRACTOR'S employees are subject to the fingerprinting requirements of Education Code section 45125.1. CONTRACTOR shall submit fingerprints for review by the Department of Justice and authorize DISTRICT to receive subsequent arrest and conviction notifications.

14. Confidentiality. CONTRACTOR acknowledges the protections afforded to student health and related information under regulations adopted pursuant to the Health Insurance Portability and Accountability

Act of 1996 (HIPAA), student records under the Family Educational Rights and privacy Act (FERPA), and under provisions of state law and DISTRICT policy relating to privacy. CONTRACTOR shall ensure that all activities undertaken pursuant to this CONTRACT comply with these requirements.

15. Ownership of Work Product: DISTRICT shall be the owner of and shall be entitled to immediate possession of accurate reproducible copies of any work product gathered or computed by CONTRACTOR prior to termination of this CONTRACT by DISTRICT or upon completion of the work pursuant to this CONTRACT.

16. Assignment. The obligations of the CONTRACTOR pursuant to this CONTRACT shall be performed solely by CONTRACTOR and shall not be assigned or transferred by the CONTRACTOR to any third party or employee/agent of CONTRACTOR without the DISTRICT'S prior written consent.

17. Compliance with Applicable Laws. The services completed herein must meet the approval of the DISTRICT and shall be subject to the DISTRICT'S general right of inspection to secure the satisfactory completion thereof. CONTRACTOR agrees to comply with all federal, state, and local laws, rules, regulations, and ordinances that are now or may in the future become applicable to CONTRACTOR, CONTRACTOR'S business, equipment, and personnel engaged in operations covered by this CONTRACT or accruing out of the performance of such operations.

18. Permits/Licenses. CONTRACTOR shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to this CONTRACT.

19. Entire CONTRACT/Amendment. This CONTRACT and any attachments constitute the entire CONTRACT among the parties to it and supersede any prior or contemporaneous understanding or CONTRACT with respect to the services contemplated, and may be amended only by a written amendment executed by both parties. Should the CONTRACT terms conflict with any amendments attached hereto, this CONTRACT shall govern.

20. Notice. All notices or demands to be given under this CONTRACT by either to the other shall be in writing and given either by (a) personal service or (b) by postage prepaid U.S. Mail, registered or certified, return receipt requested. Service of notice or demand shall be considered given when received if personally served or, if mailed, on the second day after deposited at any U.S. Post Office. The address to which either party may give notices or demands may be changed by written notice given in accordance with the notice provisions of this section. At the date of this CONTRACT, the addresses of the parties are as follows:

DISTRICT:

Santa Rosa City Schools
211 Ridgway Ave
Santa Rosa, CA 95401
707.890.3800 x80201
mmartin@srcs.k12.ca.us

CONTRACTOR:

Museum of Sonoma County
425 Seventh Street
Santa Rosa, CA 95401
707-579-1500 x109
lmichaels@museumsc.org

21. Nondiscrimination. CONTRACTOR shall comply with all applicable federal, state, and local laws, rules and regulations in regard to nondiscrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition, handicap, or other prohibited basis. All nondiscrimination rules or regulations required by law to be included in this CONTRACT are incorporated by this reference.

22. Extra (Changed) Work. Only the Superintendent may authorize extra (and/or changed) work, which shall be in writing and thereafter ratified by the Board. The parties expressly recognize that DISTRICT and DISTRICT personnel are without authorization either to order extra (and/or changed) work or to waive contract requirements. Failure of the CONTRACTOR to secure proper authorization for extra work shall constitute a waiver of any and all right to adjustment in the contract price or contract time due to such unauthorized extra work and the CONTRACTOR thereafter shall be entitled to no compensation whatsoever for the performance of such work.

23. Conflict of Interest. CONTRACTOR represents that it presently has no interest, which would conflict in any manner or degree with the performance of services contemplated by this CONTRACT. CONTRACTOR further represents that in the performance of this CONTRACT, no person having such interest will be employed. If CONTRACTOR participates in the planning, development, or negotiation of a contract for the District, CONTRACTOR may not subsequently acquire a financial interest in that contract in violation of Government Code section 1090.

24. Severability. If any term, condition, or provision of this CONTRACT is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.

25. Governing Law. The terms and conditions of this CONTRACT shall be governed by the laws of the State of California with venue in Sonoma County, California, and no other place.

THIS CONTRACT IS ENTERED INTO THIS _____ DAY OF _____, 2022

DISTRICT

Signature: _____

Anna Trunnell

Superintendent

mmartin@sres.k12.ca.us

707.890.3800 x80201

AUTHORIZED SIGNER OR CONTRACTOR

Signature: _____

Print Name: Lana Beardslee

Title: Education & Programs Manager

Email: lmichaels@museumsc.org

Phone: 831-239-4316

A G R E E M E N T

BETWEEN

CALIFORNIA STATE UNIVERSITY, FRESNO
CHHS/SCHOOL OF NURSING

AND

SANTA ROSA CITY SCHOOLS

THIS AGREEMENT, made and entered into **August 25, 2022**, 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 **SANTA ROSA CITY SCHOOLS** hereinafter called the "Agency".

W I T N E S S E T H:

WHEREAS, the Trustees have approved a Nursing Program for the Institution and such program requires clinical nursing experience and the use of clinical facilities; and

WHEREAS, the State Board of Nursing Education and Nurse Registration has heretofore accredited the Institution as a School of Nursing under the Nursing Practice Act; and

WHEREAS, it is to the mutual benefit of the parties hereto that students of the Institution's Nursing Program use the facilities of the Agency for their field experience.

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

I. AGENCY SHALL:

- A. Permit each student who is designated by the Institution pursuant to Paragraph II.A below to receive clinical experience at the Agency and shall furnish and permit such students and Institution's instructors free access to appropriate clinical facilities for such clinical experience;
- B. Furnish appropriate facilities, in such a manner that there will be no conflicts in the use thereof between the Institution's students and students from other educational institutions, if any.
- C. Maintain the Agency facilities used for the clinical experience in such a manner that said facilities shall conform to all requirements of applicable State Board(s), and/or Business and Professions Codes.
- D. Assure that staff is adequate in number and quality to insure safe and continuous management of the student program in cooperation with the field coordinator.
- E. Provide instructors and students taking part in the field experience, whenever possible, the following:

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SCHOOL OF NURSING & SANTA ROSA CITY SCHOOL**

1. A conference-type space suitably furnished for small groups.
 2. A storage area for instructional materials
 3. Access for each instructor to the medical library.
 4. A lecture room equipped with desks and chairs.
 5. Field transportation, if appropriate.
 6. Lockers for each instructor.
 7. Other incidentals that may be mutually agreeable
- F. 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 in addition to the health examination provided by the Institution.
- G. Permit and encourage members of the resident staff and attending medical staff of the Agency to participate in the instructional phase of the clinical experience.
- H. Permit the Agency's designated personnel to attend meetings of the Institution's Faculty, or any committee thereof, to coordinate the clinical experience program provided for under this agreement.
- I. The Agency may, if it desires, require the Institution's instructors and students to conform with Agency's policies of keeping an accurate record of the time reporting in and leaving the Agency daily.
- J. Have the right, after consultation with the Institution, to refuse to accept for further clinical experience any of the Institution's students who in the Agency's judgment, are not participating satisfactorily.
- K. Notify the Institution's clinical instructors, in advance, of any change in the Agency's appointments.
- L. As trainees, and solely for the purposes provided in this section, the students shall be considered members of the Agency's "workforce" as defined by the HIPAA regulations of 45 CFR Section 160.103, and shall be subject to Agency's policies protecting the confidentiality of personal health information, as well as any other confidential information that may arise out of performance of this agreement. Agency shall provide the students with substantially the same training that it provides to its employees for such purposes.

II. TRUSTEES, THROUGH THE INSTITUTION SHALL:

- A. Designate the students who are enrolled in the Program of the Institution to be assigned for clinical experience at the Agency, in such numbers as are mutually agreed to by both parties.
- B. Establish a rotational plan for the clinical experience by mutual agreement between the Agency's Superintendent and the Institution's Coordinator or their duly authorized representative(s).

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- C. 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.
- D. Keep all attendance and academic records of students participating in said program.
- E. Certify to Agency at the time each student first reports at Agency to participate in said program that said student will comply with the Health Plan for Students.
- F. Advise students to be professional in conduct and activities while at the Agency. Require every student to conform to all applicable Agency policies, procedures, and regulations, and all requirements and restrictions specified jointly by representatives of the Institution and Agency.
- G. Require Institution's instructors to notify Agency's in advance of:
 - 1. Student schedules
 - 2. Placement of students in clinical assignments.
 - 3. Changes in clinical assignments.
- H. In consultation and coordination with the Agency's representatives, plan for the clinical experience to be provided to students under this agreement.
- I. In consultation and coordination with the Agency's staff arrange for periodic conferences between appropriate representatives of the Institution and Agency to evaluate the clinical experience of the program.
- J. Provide and be responsible for the care and control of the Institution's education supplies, materials, and equipment used for instruction during said program.
- K. Distribute to each student, a statement which explains the hazards of drug abuse in the profession.
- L. Provide Worker's Compensation Insurance coverage to students for injury or disease arising out of the Agency's facility while participating in the Institution's Nursing Program.
- M. Provide the student with general and professional liability insurance in the amount of \$1,000,000 per occurrence, \$3,000,000 general aggregate. This insurance only applies if both parties have signed this Agreement. Proof of such coverage will be provided upon request to the Agency.

III. GENERAL PROVISIONS

- A. This agreement shall become effective on the date of countersignature and shall continue for a period of three (3) 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.
- B. Institution shall be responsible for damages caused by the negligence of its officers, agents and employees occurring in the performance of this agreement. Agency shall be responsible for damages caused by the negligence of its officers, agents and employees occurring in the

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performance of this agreement. It is the intention of Institution and Agency that the provision of this paragraph be interpreted to impose on each party responsibility for the negligence of their respective officers, agents and employees.

- C. There shall be no monetary obligation on the Institution or the 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 by the Institution, and the Agency.
- E. Any written notice given under this Paragraph III 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 Health & Human Services, School of Nursing
2345 E. San Ramon, Mail Stop MH25
Fresno, CA 93740-8031

SANTA ROSA CITY SCHOOLS
217 Ridgway Avenue
Santa Rosa Ca
707.975.1266

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:
SANTA ROSA CITY SCHOOLS

By _____ Date _____
Brian Cotham, Director
Procurement & Support Services

By _____ Date _____

Name _____

By _____ Date _____
Sylvia Miller
Program Director/Chair,

Title _____

By _____ Date _____
Lisa Kao
Risk Manager