

## MT. SAN JACINTO COMMUNITY COLLEGE DISTRICT COUNSELING TRANSITION AFFILIATION AGREEMENT

This Agreement is made and entered into by and between **Mt. San Jacinto Community College District** herein after called the “**College**” and the **Perris Union High School District** herein after called the “**District**”.

### **Purpose**

This agreement is to provide college counseling services to high school students located within the **Perris Union High School District**. Mt. San Jacinto Community College District will provide the counseling services at no charge or cost to the **Perris Union High School District**.

### **Term**

This Agreement will become effective on **July 1<sup>st</sup>, 2016** and will terminate on **June 30<sup>th</sup>, 2017**. This Agreement will be evaluated for renewal on an annual basis prior to the termination date.

### **Termination**

This Agreement can be terminated by either party and without cause by providing a thirty (30) days written advance notification to the other party.

### **Fingerprint and TB Requirements**

Prior to starting their employment with Mt. San Jacinto Community College District - all permanent employees including associate counselors and associate instructors have been cleared by our Human Resources Department to work in an educational institution within the State of California through a criminal fingerprint process. All permanent employees including associate counselors and associate instructors are required to have a TB test completed within the last four (4) years with a negative result prior to starting their employment with the College. During their employment with the College, all permanent employees including associate counselors and associate instructors are required to continue to receive a negative TB test result every four years from the date of their last negative TB test result.

### **Responsibilities of the College**

The College will provide a list of their currently employed counselors who will be serving the students of the District.

All College counselors have been cleared through the criminal fingerprint process and have a current negative TB test result on file with the Human Resources Department of Mt. San Jacinto Community College District. Fingerprint and TB results are confidential and cannot be shared or copies provided to other institutions.

The College will designate a faculty or staff member to coordinate, consult and collaborate with the Counseling Department at the high school location where the services are to be provided.

The College counselors will be performing a service on behalf on the College and the District at which time they may also have access to a high school student’s counseling, psychology and or pupil educational records as is necessary for the performance of their duties under this Agreement. Such records will be held in strict confidence and may be in any format including written, electronic, video or any other medium or format.

The College will provide tablets to their counselors in order to perform the pre-enrollment activities related to the college and career ready goals.

### **Responsibilities of the District**

The District will provide students for the College counselors to consult with. The District will provide access to the appropriate student records and an office in which the College counselors can perform college and career ready efforts as per this Agreement.

The District will designate/identify a college and career ready coordinator who will assist the College counselors as needed in order to perform the services as outlined in this Agreement.

The District will notify the College of any change in its personnel, policies or procedures which would affect the counseling services being provided under the terms of this Agreement.

The District will provide access to printing and paper resources to the College counselors as necessary to perform the services as per this Agreement.

The District will provide training to the College's counselors on the District's student information system, the student records, the District's privacy and confidentiality policies and procedures, and all applicable information as is needed or required by the District prior to the College's counselors having any contact and before services are provided to the students and or their parents.

### **Mutual Indemnification and Hold Harmless**

The District shall indemnify and hold harmless the College, its officers, employees, representatives, agents and volunteers from and against any and all liability, loss, claim, demand, suit, damage, causes of action, cost and expense, including reasonable attorney's fees, arising from personal or bodily injuries, property damage or otherwise, arising out of or in connection with any activity undertaken by the College pursuant to this Agreement hereof; provided that such liability, loss, claim, demand, suit, damage, causes of action, cost and expense is not the result of the negligence or willful misconduct, error or omission of the College's officers, employees, representatives, agents or volunteers.

The College shall indemnify and hold harmless the District, its officers, employees, representatives, agents and volunteers from and against any and all liability, loss, claim, demand, suit, damage, causes of action, cost and expense, including reasonable attorney's fees, arising from personal or bodily injuries, property damage or otherwise, arising out of or in connection with any activity undertaken by the District pursuant to this Agreement hereof; provided that such liability, loss, claim, demand, suit, damage, causes of action, cost and expense is not the result of the negligence or willful misconduct, error or omission of the District's officers, employees, representatives, agents or volunteers.

### **Insurance**

The College will maintain for itself appropriate commercial general liability insurance coverage in the minimum amounts of \$1,000,000 per occurrence (combined single limit for bodily and property damage); \$1,000,000 for personal and advertising injury liability; \$1,000,000 aggregate on products and completed operations; and \$2,000,000 for general aggregate.

The District will be required to provide to the College a certificate of liability insurance prior to the College providing services as outlined per the terms of this Agreement. The minimum limits of liability will be \$1,000,000 for each occurrence (combined single limit for bodily and property damage); \$1,000,000 for personal and advertising injury liability; \$1,000,000 aggregate on products and completed operations; and \$2,000,000 for general aggregate. The District will be required to add the College as an additional insured to their insurance policy.

### Confidentiality

The College and the District will perform the services of this Agreement in accordance with all privacy and confidentiality rules and regulations as mandated by federal, state and or local laws. The College and the District will not disclose any confidential information to a third party except as required by law.

### Applicable Law

This Agreement will be subject to and will comply with all federal, state and local laws and regulations applicable with respect to its performance under this Agreement.

### Governing Law and Venue

This Agreement will be governed, construed and enforced in accordance with the laws of the State of California. The venue will be Riverside County, California.

### Disputes

The Parties will attempt to resolve any dispute or claim arising out of or in relation to this Agreement. If the dispute or claim cannot be resolved, each Party agrees that the resolution of the dispute shall be determined by a court of competent jurisdiction located within Riverside County, California and in accordance with the laws of the State of California. The Parties can mutually agree in writing to have the dispute or claim submitted to arbitration for resolution.

### Entire Agreement

This Agreement contains the entire agreement between the parties and supersedes all prior written or oral agreements with respect to the subject matter herein. Any modifications will require mutual agreement by both parties. This Agreement may only be amended only by a written amendment which must be approved and signed by both parties.

### Notices

All notices to either party pertaining to this Agreement must be in writing and shall be delivered either in person, by certified or registered mail, and shall be addressed as follows:

To the College:                           **Mt. San Jacinto Community College District  
Business Services Department  
1499 No. State Street  
San Jacinto, CA 92583**

To the District:                           **Perris Union High School District  
155 East 4<sup>th</sup> Street  
Perris, CA 92570**

### Execution of Agreement

This Agreement will not become effective or in force until all of the parties named below have fully executed this Agreement. Only the legally authorized representative of each organization is allowed to sign this Agreement.

**Mt. San Jacinto Community College District**

Signature: 

Name: **Becky Elam**

Title: **Vice-President of Business Services**

Date: 2/3/16

**Perris Union High School District**

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_