



MT. SAN JACINTO COMMUNITY COLLEGE DISTRICT COUNSELING 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 School District.

Term and Termination

The effective start date of this Agreement will be July 1, 2018, and will terminate on June 30, 2019. This Agreement may be terminated by either party at any time without cause by providing a thirty (30) days written notification to the other party.

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 permanent College employees are cleared through a fingerprint/background check with the Department of Justice. All permanent College employees are required to have a negative TB test result on file with the College. TB tests are performed every four (4) years.

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 counselor/psychologist records and or pupil educational records as is necessary for the performance of their duties under this Agreement. Such records may be in any format including written, electronic, video or any other medium or format.

The College and their employees 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 law. The College and their employees will adhere to all District policies and procedures regarding privacy and confidentiality rules and regulations. The College and their employees will not disclose any confidential information or the terms of this Agreement to any third party.

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, 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.

In the event that the counselor does not have a tablet or comparable device; the District will assist with providing the College counselors with a space with a computer and printer.

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 and will be identified prior to the start of services.

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 an office/cubicle potentially with a computer and printing/paper resources to the College counselors as necessary to perform the services as per this Agreement.

The District and their employees 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 law. The District and their employees will adhere to all College policies and procedures regarding privacy and confidentiality rules and regulations. The District and their employees will not disclose any confidential information or the terms of this Agreement to any third party.

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 the College, its officers, employees, representatives, agents and volunteers harmless from and against any and all liability, loss, claim, demand, suit, damage, cause 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, cause 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 the District, its officers, employees, representatives, agents and volunteers harmless from and against any and all liability, loss, claim, demand, suit, damage, cause 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, cause 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.

Independent Contractor Status

The College and the District do hereby acknowledge that the terms of this Agreement do not intend or create or be construed as establishing any relationship between the parties other than that of independent entities contracting for services for the purposes as outlined under the terms of this Agreement.

Insurance

The College will maintain for itself appropriate general and professional liability insurance coverage in the minimum amounts of \$1,000,000 per occurrence and \$2,000,000 in the 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.

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 N. State Street
San Jacinto, CA 92583

To the District: Perris Union High School District
155 East 4th 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: Beth Gomez

Name: **Beth Gomez**

Title: **Vice President of Business Services**

Date: 7/24/18

Perris Union High School District

Signature: _____

Name: _____

Title: _____

Date: _____