AGREEMENT BETWEEN

THE BOARD OF REGENTS OF THE NEVADA SYSTEM OF HIGHER EDUCATION ON BEHALF OF UNIVERSITY OF NEVADA, RENO COLLEGE OF EDUCATION

AND

THE WASHOE COUNTY SCHOOL DISTRICT

THIS AGREEMENT is made effective the date of January 1, 2013 between the Washoe County School District (herein referred to as “DISTRICT”), and the Board of Regents of the Nevada System of Higher Education, on behalf of University of Nevada, Reno (herein referred to as “COLLEGE”) pursuant to NRS Chapter 386 and Chapter 391.

RECITALS

WHEREAS, COLLEGE desires that certain of its school counselor internship program participants (“students”), and, when appropriate, certain of its faculty members, be permitted to visit and utilize DISTRICT’s facilities to afford students the opportunity to have practical learning and school counselor practice experiences (herein referred to as “internship”) at DISTRICT; and

WHEREAS, DISTRICT desires to aid in the education and training of students and, subject to the terms and conditions of this Agreement, desires to make its facilities available for such purposes.

NOW, THEREFORE, in consideration of the foregoing, and the mutual covenants and agreements herein contained, the parties agree as follows:

I
TERM OF AGREEMENT

This Agreement shall take effect as of the date hereinabove referenced, and shall continue for one (1) year from such date and shall remain in effect for one year intervals; unless terminated in accordance with the provisions of Section XI, below.

No alternative or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein shall be binding on any of the parties hereto.

II
GENERAL TERMS

During the term of this Agreement, DISTRICT shall make its physical facilities, teachers, and student support services personnel available to designated students for the purpose of providing such students with the opportunity to obtain training and experience in a school counselor internship. COLLEGE shall coordinate with DISTRICT the placement of its students that are selected to participate in COLLEGE’s student internship (herein referred to as “the internship”), all in accordance with the terms and conditions set forth herein.

“Internship”, as used herein and elsewhere in this agreement means active participation in the duties and functions of providing school counselor services under the direct supervision and instruction of employees of the DISTRICT who hold valid clear school counselor credentials issued by the Nevada Department of Education Teacher Licensure Department, authorizing
them to serve as school counselors in the DISTRICT's schools in which school counseling services are provided.

"Internship" as used herein and elsewhere in this agreement is considered to be direct contact hours spent in schools during the period this agreement is in effect. Hours are to be accumulated by working as a school counselor intern for as many hours as are needed to earn the required number of hours.

III
SCHOOL COUNSELING EDUCATION PROGRAM

A. DISTRICT and COLLEGE shall agree upon and arrange the placement of internship, the periods of assignment for each student and the student's eligibility to participate concurrently in the internship.

B. DISTRICT shall designate a member of its school counselor faculty to act as the field-based supervisor (herein referred to as "field-based supervisor") and work with designated faculty member of COLLEGE (herein referred to as "university supervisor") in coordinating the internship for students at DISTRICT. University supervisor shall make on-site visits to DISTRICT, when appropriate, to observe and supervise students, and shall communicate with the COLLEGE Director of Field Experiences, on a regular basis, regarding each student's progress in the internship. If COLLEGE Director or any other faculty member desires to participate in providing clinical instruction to students at DISTRICT, DISTRICT shall have the right to approve, in advance, the faculty member's qualifications and the extent to which the faculty member may participate in school counselor services instruction at DISTRICT.

C. DISTRICT shall make available, as it deems appropriate, facilities, equipment and supplies to assigned students and faculty during their participation in the Internship insofar as use is confined to DISTRICT contract hours that school counselors are scheduled to be on duty at DISTRICT.

D. Students shall be permitted to perform school counselor responsibilities for DISTRICT pupils only when under the supervision of a field-based supervisor who is licensed in the discipline in which supervision is provided. Students shall work, perform assignments, and participate in all school counselor duties, including staff meetings and in-service training, as may be designated by the DISTRICT. Students are school counselor trainees, not employees, and shall not replace DISTRICT staff.

E. During periods of internship at DISTRICT, students shall remain subject to the authority of and the policies and regulations of the COLLEGE, and shall be subject to all standards, rules, regulations, administrative practices and policies of the DISTRICT. Similarly, any of the COLLEGE's faculty visiting or participating in school administrator services supervision at DISTRICT shall be subject to the standards, rules, regulations, administrative practices and policies of DISTRICT. DISTRICT shall arrange and provide orientation of field-based supervisor and students regarding DISTRICT standards, rules, regulations, administrative practices and policies. COLLEGE shall arrange and provide orientation of students, field-based supervisor, and university supervisor regarding COLLEGE standards, rules, regulations, administrative practices and policies.

F. COLLEGE shall maintain all educational progress records pertaining to its students. DISTRICT shall have the obligation to make reports to COLLEGE regarding students participating in internship. To the extent required by law, DISTRICT shall treat any such reports or other student information confidentially.
IV
SELECTION OF STUDENTS FOR THE INTERNSHIP

COLLEGE shall determine the adequacy of each student's educational experience in school counseling, and shall assess a student's professional behavior and disposition before suggesting that student for a school counselor internship assignment to DISTRICT. The COLLEGE shall submit pertinent student information required by DISTRICT for each student. DISTRICT shall have the right to review such information, make further inquiries of COLLEGE regarding selection of students, as it deems appropriate, and accept or reject students. DISTRICT and COLLEGE agree that students shall be selected for participation in the internship without regard to a student's age, race, religion, creed, sex, sexual orientation, marital status, national origin, handicap, or veteran's status.

Each student must undergo a federal, state and local criminal information background check. As part of the criminal information background, the DISTRICT requires all students be fingerprinted and pay the $55, or amended fee, associated with the fingerprinting. DISTRICT will provide an orientation and sexual harassment training to all students as it does for DISTRICT substitute teachers. DISTRICT may refuse to accept for internship any student of the COLLEGE.

V
HEALTHCARE AND OTHER BENEFITS, COSTS AND EXPENSES

Neither students nor the COLLEGE faculty members shall be considered employees of the DISTRICT for any purpose, and DISTRICT shall not be required to provide any pecuniary benefits or other fringe benefits, including but not limited to health care, to students or faculty of COLLEGE. DISTRICT shall not be required to purchase any form of insurance, including but not limited to general liability, professional liability, property damage, accident, health or worker's compensation, for the benefit or protection of any students or faculty of COLLEGE.

DISTRICT shall be under no obligation to assume any costs incurred by students or faculty of COLLEGE during their scheduled time at DISTRICT. DISTRICT shall not be required to provide any form of transportation to students or faculty of COLLEGE. This provision shall not constitute a waiver of any claim or cause of action by student or faculty member against the DISTRICT.

DISTRICT shall be responsible for arranging immediate emergency care of students in the event of accidental injury or illness, but shall not be responsible for any costs involved in providing such emergency care, follow-up care and/or hospitalization. This provision shall not constitute a waiver of any claim or cause of action by a student or faculty member against DISTRICT.

VI
INSURANCE AND INDEMNITY

Each student of COLLEGE who intends to participate in the school counselor internship must obtain professional liability insurance coverage in the amount of at least One Million Dollars ($1,000,000) per occurrence and list the DISTRICT as an additional insured on the student's insurance policy with respect to claims related to the school counselor internship program described in this Agreement. Before such individually insured students shall be permitted to participate in the internship, said students shall furnish COLLEGE and DISTRICT with a certificate of insurance through a recognized provider evidencing such insurance coverage and providing for 30 days' written notice to COLLEGE and DISTRICT prior to any modification or
cancellation of the insurance coverage. In the event the insurance is cancelled in whole or in part, students shall immediately notify COLLEGE and DISTRICT, and COLLEGE or DISTRICT may require that the uninsured student be removed immediately from the internship. Each student of COLLEGE who intends to participate in the school counselor internship must sign an agreement to indemnify, defend, and save harmless DISTRICT, its trustees, officers, agents, and employees from any and all claims and losses arising out of their participation in the program.

To the extent limited in accordance with NRS 41.0305 to NRS 41.039, DISTRICT shall indemnify, defend, and hold harmless the Board of Regents of the Nevada System of Higher Education, COLLEGE, their officers, employees, and agents from and against any and all liabilities, claims, losses, lawsuits, judgments, and/or expenses, including attorney fees, arising either directly or indirectly from any act or failure to act by DISTRICT or any of its officers or employees, which may occur during or which may arise out of the performance of this Agreement.

To the extent limited in accordance with NRS 41.0305 to NRS 41.039, COLLEGE shall indemnify, defend, and hold harmless the DISTRICT, its Board of Trustees, officers, employees and agents from and against any and all liabilities, claims, losses, lawsuits, judgments, and/or expenses, including attorney fees, arising either directly or indirectly from any act or failure to act by COLLEGE or any of its officers or employees, which may occur during or which may arise out of the performance of this Agreement.

VII
STUDENT WITHDRAWAL FROM INTERNSHIP

COLLEGE and DISTRICT shall have the right to withdraw a student from the assignment in the internship at any time. DISTRICT may, in its sole discretion, immediately suspend the student from participation in the internship. Thereafter, DISTRICT shall provide COLLEGE a statement of facts describing the student's unacceptable conduct.

VIII
COMPENSATION

Lead counselors are entitled to compensation as follows:

1. $250 per session

Based on the electronic transmission from COLLEGE, DISTRICT will issue lead counselor stipend checks at the end of December and May. DISTRICT will submit an invoice to COLLEGE for reimbursement of the lead counselor stipends and associated medicare costs.

IX
CONFIDENTIALITY

During the term of this Agreement, COLLEGE, its faculty and students may have access to and become acquainted with various confidential information, including, but not limited to, information regarding pupils, parents and personnel and other records of DISTRICT, which items are owned exclusively by DISTRICT and used in the operation of its facilities (the "Proprietary Information"). COLLEGE acknowledges that the Proprietary Information is secret,
confidential and proprietary to DISTRICT and has been disclosed to and/or obtained by COLLEGE in confidence and trust and for the sole purpose of using the same for the sole benefit of the DISTRICT. During and after the term of this Agreement (other than in the performance of this Agreement), COLLEGE, its faculty and students shall not divulge any Proprietary Information (except for information otherwise available to the public) to any other person or entity or use the Proprietary Information for COLLEGE’s own benefit or for the benefit of any other person or entity.

COLLEGE, its faculty and students shall not disclose to any third party, except where required by law or where such disclosure is expressly approved by DISTRICT in writing, any pupil record information regarding DISTRICT pupils, and COLLEGE, its faculty and students shall comply with all federal and state laws and regulations, and all rules, regulations and policies of DISTRICT and its personnel, regarding the confidentiality of such information.

X

ACCESS TO RECORDS

During the term of this Agreement, and for one (1) year after the termination of this Agreement, DISTRICT shall have the right to examine any records or other materials prepared by COLLEGE, its faculty or students in connection with this Agreement to the extent allowed by federal and state law, including the Family Educational Rights and Privacy Act of 1974, as amended. COLLEGE, its faculty and students shall cooperate fully with DISTRICT by maintaining and making available all necessary records in its possession or by executing any agreements in order to assure that DISTRICT will be able to meet all requirements to defend against liabilities and claims.

XI

LEGAL AGREEMENTS

In the event any party to this Agreement commences litigation for the interpretation, specific performances, or damages for the breach of this Agreement, the prevailing party shall be entitled to judgment or award against the other in an amount equal to reasonable attorneys’ fees and court costs incurred, together with all other appropriate legal and equitable relief.

XII

TERMINATION OF AGREEMENT

Except as otherwise provided herein, this Agreement shall terminate upon the expiration of the stated term, or any extension thereof.

Either party shall have the right to terminate this Agreement upon a material breach of any terms or conditions of this Agreement by the other party, provided such breach continues uncured for fifteen (15) days after receipt by breaching party of written notice of such breach from the non-breaching party. The parties expressly acknowledge and agree that any act or omission by COLLEGE, its faculty or students that jeopardizes the quality of education provided to DISTRICT’s pupils shall constitute a material breach of this Agreement.

Either party may terminate this Agreement, without cause with Thirty (30) days’ prior written notice. Students then participating in internship shall be allowed to complete any previously scheduled internship then in progress at DISTRICT.
XIII
MISCELLANEOUS

The terms and conditions of this Agreement may be amended only by written instrument executed by both parties.

Any notice required or permitted hereunder shall be in writing and shall be deemed given:

1. Upon personal delivery to the appropriate party; or

2. Three (3) days after mailing such notice via registered or certified United States mail, postage prepaid, to the appropriate party at the following addresses:

   DISTRICT:
   Washoe County School District
   Pedro Martinez
   Superintendent
   425 East Ninth Street
   Reno, Nevada 89520
   (775) 348-0200

   COLLEGE:
   University Of Nevada, Reno
   Christine Cheney
   Dean of College of Education
   University of Nevada, Reno Mailstop 278
   Reno, Nevada 89557
   (775) 327-2255

This Agreement shall be governed by and construed in accordance with the laws of the State of Nevada.

This Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns.

Nothing in this Agreement shall be construed to give any person other than the express parties to this Agreement any benefits, rights or remedies.

To the extent that any provision hereof shall be finally determined by a court of competent jurisdiction to be void, illegal or otherwise unenforceable, the same shall have no effect upon the enforceability of the remaining provisions of this Agreement.

This Agreement supersedes any prior agreement, whether written or oral, between the parties with respect to the subject matter hereof.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the dates written below.

DISTRICT:

By the Washoe County School District Superintendent on behalf of the Washoe County School District Board of Education

Pedro Martinez, Superintendent

Date
COLLEGE:

Recommended by the College of Education Dean on behalf of the University of Nevada, Reno

Christine Cheney, Dean  12-28-12  Date

Board of Regents of the Nevada System of Higher Education on behalf of the University of Nevada, Reno, College of Education

THOMAS L. JUDY  Date
ASSOC. V.P., BUSINESS & FINANCE