

FOLLOW ALL PROCEDURES ON BACK OF THIS FORM

Contract # 240156
Number Assigned by Purchasing Dept.



CONTRACT REVIEW

BOARD MEETING DATE:

WHEN BOARD APPROVAL IS REQUIRED DO NOT PLACE ITEM ON AGENDA UNTIL REVIEW IS COMPLETED
 Must Have Board Approval over \$100,000.00

Date Submitted: 3/22/2024

Name of Contract Initiator: Juliane McQuaig Telephone #: 904-336-6927

School/Dept Submitting Contract: School Psychology/Student Serv Cost Center # 9004

Vendor Name: Eastern Washington University

Contract Title: Eastern Washington University Student Affiliation & Placement Agreement for EdS Students

Contract Type: New Renewal Amendment Extension Previous Year Contract #

Contract Term: 5 year term 5 Yrs from /s/ date auto renew until 2029 Renewal Option(s): n/a auto renew

Contract Cost: \$0

- BUDGETED FUNDS – SEND CONTRACT PACKAGE DIRECTLY TO PURCHASING DEPT**
Funding Source: Budget Line # _____
Funding Source: Budget Line # _____
- NO COST MASTER (COUNTY WIDE) CONTRACT - SEND CONTRACT PACKAGE DIRECTLY TO PURCHASING DEPT**
- INTERNAL ACCOUNT - IF FUNDED FROM SCHOOL IA FUNDS – SEND CONTRACT PACKAGE DIRECTLY TO SBAO**

REQUIRED DOCUMENTS FOR CONTRACT REVIEW PACKAGE (when applicable):

Completed Contract Review Form

SBAO Template Contract or other Contract (NOT SIGNED by District / School)

_____ SIGNED Addendum A (if not an SBAO Template Contract) - **When using the Addendum A, this Statement MUST BE included in the body of the Contract:**
"The terms and conditions of Addendum A are hereby incorporated into this Agreement and the same shall govern and prevail over any conflicting terms and/or conditions herein stated."

Certificate of Insurance (COI) for General Liability & Workers' Compensation that meet these requirements:
 COI must list the School Board of Clay County, Florida as an Additional Insured and Certificate Holder. Insurer must be rated as A- or better.
 General Liability = \$1,000,000 Each Occurrence & \$2,000,000 General Aggregate.
 Auto Liability = \$1,000,000 Combined Single Limit (\$5,000,000 for Charter Buses).
 Workers' Compensation = \$100,000 Minimum
 [If exempt from Workers' Compensation Insurance, vendor/contractor must sign a Release and Hold Harmless Form. If not exempt, vendor/contractor must provide Workers' Compensation coverage].

_____ State of Florida Workers Comp Exemption (<https://apps.fldfs.com/bocexempt/>) (If Applicable)

_____ Release and Hold Harmless (If Applicable)

RECEIVED
By Elaine at 1:06 pm, Apr 01, 2024

**** AREA BELOW FOR DISTRICT PERSONNEL ONLY ****

CONTRACT REVIEWED BY:	COMMENTS BELOW BY REVIEWING DEPARTMENT
Purchasing Department	No Cost
Review Date REVIEWED By Bertha Staefe at 1:19 pm, Apr 01, 2024	
School Board Attorney JPS	Doesn't have our Addendum A so defer to Attorney
Review Date 4/11/24	We will need Addendum A to deal with Venue and Choice of law provisions.
Other Dept. as Necessary	EWU Attorney and JP collaborated and updated EWU agreement. Pages marked as 'draft' were replaced w/in document.
Review Date	
PENDING STATUS: <input type="checkbox"/> YES <input type="checkbox"/> NO	IF YES, HIGHLIGHTED COMMENTS ABOVE MUST BE CORRECTED BY INITIATOR
FINAL STATUS	APPROVED By Elaine at 2:43 pm, Jun 11, 2024

CONTRACT REVIEW PROCESS FOR "ALL" CONTRACTS

A contract is defined as an agreement between two or more parties that is intended to have legal effect. This may include MOUs, Interlocal Agreements, Service Agreements and Contracts. Contracts document the mutual understanding between the parties as to the terms and conditions of their agreement, contain mutual obligations, and clearly state the agreement's consideration. The term consideration includes the cost of the services and/or products to be provided by second party (vendor or service provider) and any non-monetary performance. No school, department, or other organizational unit has authority to contract in its own name. All Board contracts must be made in the legal name of the Board, "The School Board of Clay County, Florida". The School or Department may extend this name to include the school or department as follows, "The School Board of Clay County, Florida o/b/o _____ (insert the school or department name)" where o/b/o means "on behalf of".

All contracts shall be reviewed and approved by the School Board Attorney and/or the Supervisor of Purchasing to ensure legality, compliance with Board policy, and to ensure the Board interests are protected before the authorized signatory may execute the contract.

All contracts having a value of \$100,000 or more shall be authorized by the Board at a regular or special meeting and signed by the Board Chairman. All approved contracts having a value of less than \$100,000 may be executed by the Superintendent or appropriate District administrator based on the value of the contract.

1. All approved contracts having a value of \$50,000 or more, but less than \$100,000 shall be signed by the Superintendent, or the person who has been designated, in writing by the Superintendent, as the Superintendent's Designee at the time of the contract signing. All contracts executed pursuant to this subparagraph shall be reported to the School Board in a separate entry as part of the monthly financial report.
2. All approved contracts having a value of \$25,000 or more, but less than \$50,000, shall be signed by the Superintendent, or the Assistant Superintendent for Business Affairs.
3. All approved contracts having a value of less than \$25,000 and contracts of any value described in Board Authorized Contracts above that are exempt from the requirement for Board approval, may be signed by the Superintendent, or the Assistant Superintendent for their Division, or Chief Officers, or Directors, or Principals.
4. The Superintendent is authorized to approve contract amendments or change orders for the purchase of commodities and services up to the amount of ten (10) percent or \$50,000, whichever is less, of the original contract amount that was previously approved by the Board.

Employees who enter into agreements without authority may be personally liable for such agreements, whether oral or written.

Step 1: Contract Initiator and Vendor prepare draft contract
(School Board Attorney Office (SBAO) Template Contracts available on SBAO webpage are strongly encouraged)

Step 2: Complete Contract Review Form, attach Required Documents to include the UNSIGNED Contract by the District / School.

For Contracts using Budgeted Funds or For No Cost / Master (County Wide) Contracts:
Initiator submits Contract Review Package to Purchasing Department - See Step 3

For Contracts using Internal Funds Individual to each School:
Initiator submits Contract Review Package direct to SBAO - See Step 4

IMPORTANT

Step 3: If Funded by Budgeted Funds, submit the Contract Review Package to the Purchasing Department. Purchasing will begin the contract review process and submit the contract to the SBAO for review. SBAO may reach out to Initiator and/or other Departments (Risk, IT,) with questions or concerns and will assist with contract revisions. SBAO will send the Contract Review Package back to the Purchasing Department for final processing and the return to Initiator.

Purchasing will log "District" Contracts (Cost/No Cost) on Contract Review Log and save copy of the Contract Review Package PLUS the Final Signed Contract you've return to Purchasing in the Contract Review Team Drive.

Step 4: If Funded by Internal Account (IA), submit the Contract Review Package directly to SBAO.

Email: contractreview@myoneclay.net

The SBAO will begin the contract review process and return it directly to Initiator

Step 5: The Initiator is responsible for finalizing the Contract which includes:

Addressing Comments/Revisions, Obtaining Required Signatures, Send District Final Signed Contract to Purchasing OR Retain Internal Accounts Final Signed Contract at School per School Board Record Policy.

If there is a Cost associated with Contract, the Initiator must work with their Bookkeeper to finalize the Purchasing Process.
Budgeted Funds require a District Purchase Order. Internal Accounts require an IA Purchase Order.

For assistance with legal-related matters, please visit the [School Board Attorney's Office \("SBAO"\) webpage](#) or call 904-336-6507
For assistance with insurance-related matters, please visit the [Business Affairs - Risk Management webpage](#) or call 904-336-6745
For assistance with District Purchasing, please visit the [Business Affairs - Purchasing webpage](#) or call 904-336-6736



Welcome Letter

Dear Community Partner,

Thank you for being a key collaborator as we work to support our future school psychologists. All EWU school psychology students are required to complete practicum and internship experiences in field placements, per the National Association of School Psychologists requirements. Our program is delivered nationally and the terms used to describe practicum and internship placements vary. We have chosen to include multiple terms in the contract to capture the breadth of experiences. Ultimately, we refer to your location as the “Field Site”. You will find we have included a comprehensive memorandum of understanding that can be used across both practicum and internship field placements to save you time and energy with one document that is renewed every 5 years.

If you have questions regarding any of these documents, please contact EWU Procurement and Contracts at purchasing@ewu.edu.

Thank you for your support and cooperation.

*Eastern Washington University
EdS School Psychology Program*

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Student Affiliation & Placement Agreement

This Student Affiliation & Placement Agreement (“Agreement”) is made and entered into by and between Eastern Washington University (“EWU”), located at 526 5th St, Cheney, WA 99004 and The School Board of Clay County (“Field Site”) located at 900 Walnut Street, Green Cove Springs, Florida 32043 .

The purpose of this Agreement is to cooperate in providing field-based training educational experiences (“Program”) for **Educational Specialist (EdS) School Psychology** students of EWU. Students in the EWU EdS program must complete practicum and internship requirements, both of which have different expectations and responsibilities. In consideration of the mutual benefits of such a Program, the parties to this Agreement agree that the practicum/internship experience program shall be covered by and subject to the following conditions:

A. MUTUAL RIGHTS AND RESPONSIBILITIES

1. The parties agree to cooperate in jointly planning a field experience program through EWU at the Field Site, assigning practicum and internship students, selecting Field Site Supervisors (“FSS”) and evaluating EWU candidates.
2. The parties agree to comply with all applicable state and federal laws, rules, regulations, and executive orders governing equal employment opportunity, immigration and nondiscrimination, including the Americans with Disabilities Act. Neither party will discriminate, to the extent required by state and federal law, on the basis of race, religion, color, national origin, citizenship or immigration status, marital status, sex, sexual orientation, gender identity, age, genetic information, pregnancy, honorably discharged veteran or military status, or the presence of any sensory, mental or physical disability.
3. Visits (face-to-face or virtually) by EWU staff to the Field Site for the purposes of planning and evaluating the Program, discussing student performance, learning new skills, and arranging for additional educational experiences will be welcomed.
4. EWU and Field Site will instruct their respective faculty, staff, and students participating in the Program, to maintain confidentiality of student and patient information as required by law, including, but not limited to the Family Educational Rights and Privacy Act (FERPA), the Health Insurance Portability and Accountability Act (HIPAA), and by the respective policies and procedures of EWU and Field Site.
 - a. If EWU is sharing student education records, as defined by FERPA, with the Field Site beyond a student’s name, enrolment status, and contact information, Field Site agrees to the following:

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- i. The Field Site must keep the student education records confidential and not disclose, transfer, or sell such information unless such disclosure is required by law.
 - ii. The Field Site must establish and implement minimum physical, electronic, and managerial safeguards for maintaining the confidentiality of the information provided by EWU. Field Site must exercise due care and take commercially best efforts to protect the security of EWU's confidential information. Access to the information must be restricted to only those authorized staff, officials, and agents of the Field Site who need it to perform their official duties.
 - iii. If the Field Site or its agents detect a compromise or potential compromise in the security of the student education records such that the information may have been accessed or disclosed without proper authorization, the Field Site must notify EWU of such incident no later than 48 hours after it is detected. Field Site must then take corrective action as soon as practicable to eliminate the cause of the breach. Field Site must cooperate with EWU in providing any notices required by applicable state or federal law.
 - iv. Confidential information will be provided via email or a secured file transfer mechanism between the parties. The Field Site will not have access to any EWU systems.
 1. Examples of confidential student education records include, but are not limited to, student identification numbers, date of birth, social security numbers, criminal background checks, immunization records, or grade information.
 - v. The Field Site will not share any patient information with EWU. Both parties agree EWU is not a business associate of Field Site.
5. EWU, at its discretion, will refer students to participate in the Program at the Field Site. Before agreeing to take students, the Field Site may ask for certain documentation regarding the students, such as immunization records or criminal background checks. EWU will inform students that they must provide the information requested by the Field Site if they wish to participate in the Program at the Field Site. Field Site may refuse to allow students to participate at its location(s) for any lawful reason. Additional information about EWU's responsibilities is contained in section B.
6. The parties shall conduct themselves in accordance with applicable professional organizational standards of conduct, as follows:
 - a. U.S. Department of Education (ED)
 - b. Washington State Department of Early Learning (DEL)
 - c. Washington State Office of Superintendent of Public Instruction (OSPI)
7. The parties shall ensure candidates are placed in settings where they can be objectively

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evaluated.

8. Before publishing any material based on a student's experience at Field Site under this Agreement, including but not limited to scholarly materials (e.g., journals, dissertation, etc.) or marketing/promotion materials, EWU students and staff must obtain prior written approval from the Field Site and EWU.
9. There will be no payment of charges or fees between EWU and Field Site.
10. The number of internship/field experience hours/days spent by a candidate at the Field Experience Site is determined by EWU requirements.

B. EWU RESPONSIBILITIES

1. Assure continuing compliance with the educational standards established by the professional accrediting association. EWU will be responsible for instruction and administration of the students' academic education program.
2. Plan and administer the Program, while encouraging Field Site staff participation. EWU will provide information to Field Site concerning its curriculum and the professional and academic credentials of its faculty for the students at the Field Site.
3. Designate an appropriately qualified and credentialed University Supervisor to coordinate and act as the liaison with Field Site.
4. Refer for participation in the Program only those students who have successfully completed all prerequisite academic requirements of EWU's EdS program.
5. Provide the Field Site with the names of students and information regarding the students' level of preparation and prior experience as well as materials for the evaluation of the students prior to the arrival of students. EWU is responsible for supplying any additional information required by Field Site as set forth in this Agreement, prior to the arrival of students. EWU will notify Field Site in writing of any change in a student's status.
6. Determine the students' final grade for the field experience.
7. If required by the Field Site, EWU will instruct students to provide the Field Site evidence of current immunizations relevant to the Program and prior to participating in the Program.
8. If required by Field Site, EWU will instruct students to provide Field Site evidence of completion of a CPR course based on American Heart Association or American Red Cross guidelines and related to the age group(s) with whom they will be working.

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9. If required by the Field Site, EWU will ask each student who may be placed at the Field Site to obtain his/her criminal history background record from the Washington State Patrol, pursuant to RCW 43.43.834 and RCW 43.43.838, to release a copy of that record to EWU, and to authorize EWU to transmit that record or copy thereof to the Field Site. Before participating in the Program at the Field Site, EWU will provide the Field Site with the names of any students who have failed to provide the requested records, or who refuse to authorize the release of records to the Field Site. The students will be informed that, whether or not they agree to obtain the record and agree to release it to EWU and the Field Site, the Field Site may conduct the background inquiry directly and the Field Site may refuse placement of a student who does not provide the requested records or who has a record of prior criminal conduct. The Field Site understands and agrees that any information forwarded to it by EWU has been procured through this process. EWU does not certify the veracity of the records provided and, furthermore, the obligation to conduct appropriate background checks and the liability for non-compliance therewith remains the responsibility of the Field Site.
10. Comply with and ensure, to the extent possible, that students comply with the policies and procedures established by Field Site. EWU will notify each student of his/her status and responsibilities pursuant to this Agreement. This includes notification to students of the need to procure the insurance coverage required by the Field Site as identified below prior to being admitted to the Field Site.
11. Encourage each student participating in the Program to acquire comprehensive health and accident insurance that will provide continuous coverage of such student during his or her participation in the Program. EWU will inform students that they are responsible for their own health needs, health care costs, and health insurance coverage.

C. FIELD SITE RESPONSIBILITIES

1. Designate a Field Site Supervisor (“FSS”) to act as liaison with EWU and to provide the students and EWU with feedback on the students’ performance. The Field Site will submit in writing to EWU the professional and academic credentials for the FSS. Field Site will notify EWU in writing of any change or proposed change in the FSS. The FSS personnel shall meet the following qualifications:
 - a. A minimum of three years’ full-time experience as a certified school psychologist per the standards of the National Association of School Psychologists.
 - b. Trained in coaching and/or mentoring adults or willing to complete the EWU-provided mentoring module.
 - c. Identified as leaders and willing and capable of mentoring teacher candidates.
 - d. Exemplify excellence in the practice of school psychology by demonstrating a positive impact on student learning.
 - e. Interested in supervising pre-service candidates as part of their responsibility to

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- the profession.
- f. Strong communicator and can work as an effective team member with the administration and FSS.
 - g. Knowledgeable of current best practices.
 - h. Committed to spending time with the student in planning and evaluation.
 - i. Sensitive to, and appreciative of, all children's exceptionalities and ethnic, cultural, and language diversities.
 - j. Sensitive to the needs of school psychology student, such as the need to experiment with assessment techniques suggested in EWU courses and/or by the FSS.
2. The FSS shall have the following duties and responsibilities:
- a. Become familiar with practicum/internship requirements through review of the applicable EWU handbook and competencies documents.
 - b. Accept the student as a professional colleague.
 - c. Introduce the EWU student to students as a professional member of the field site.
 - d. Acquaint the candidate with appropriate Field Site policies and procedures, Field Site personnel, materials, resources, and programs.
 - e. Schedule regular weekly supervision time with student.
 - f. Engage in specific and planned activities with the student.
 - g. Review student's field-based assignments and provide feedback.
 - h. Participate in evaluating the student's progress with FSS through completion of the monthly and final evaluations.
 - i. Collaborate with designated EWU University Supervisor.
 - j. Collaborate with student in the establishment of a schedule for expanding responsibilities.
 - k. Encourage the student to try new strategies; recognize that the student may need to organize assessments different manner to meet EWU learning objectives.
3. The Field Site administrator shall have the following duties and responsibilities:
- a. Welcome the student to the building and ensure he/she is cognizant of established Field Site policies and procedures.
 - b. Assist in the resolution of any problem that may arise and, when necessary, assist the FSS in counseling students.
 - c. Contact, in advance if possible and appropriate, the University Supervisor prior to removing any candidate whose performance, attitude, or behavior is clearly inadequate or inappropriate for the situation.
 - d. Provide support to the student, FSS, and University Supervisor upon request.
4. In accordance with the applicable and relevant accreditation standards, Field Site shall provide students with a desirable field experience. This will include facilitating students' ability to complete case studies, counseling, group counseling, and assessments.
5. If applicable, provide the students with instruction and practical experience on new

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equipment and techniques as required. Field Site will make available to students basic supplies and equipment, including a Field Site vehicle or student vehicle mileage reimbursement, necessary for care of patients/clients and the Program. Within the limitation of facilities, Field Site will make available office and conference space for students and, if applicable, the University Supervisor.

6. Not use students as certified school psychologists, unless they have received an Conditional Certificate per WAC 181-79A-231 and EWU Conditional Certification Policy, which allows them request a Conditional Certification with the approval of their University Supervisor and permission from the EdS Program Director, and such certificate complies with the requirements of Florida Law.
7. Submit required reports on each student's performance and evaluate the students in accordance with EWU policies.
8. Assist/cooperate in the collection of data/research which helps EWU evaluate its programs and potential success of its candidates.
9. Retain full and sole responsibility for the care rendered to Field Site clients, and maintain the quality of patient care without relying on the students for staffing purposes.
10. Provide an orientation for the student covering the rules, regulations, procedures, facilities, and equipment of the Field Site.
11. If the student is new to the Field Site, provide an orientation for the candidate covering the rules, regulations, procedures, facilities, and equipment.
12. Maintain an environment free from recognized hazards and ensure a healthy and safe environment for all students and members of its community.
13. Notify EWU as soon as possible of any problems arising with the students or the Program. The Field Site will have the right to take immediate interim action to correct a situation where a student's actions endanger Field Site client care. As soon as possible thereafter, the FSS will notify EWU of the action taken. Field Site will cooperate in providing information about the student's actions to EWU. All final resolutions of the student's academic status in such situations will be made solely by EWU after reviewing the matter and considering whatever written factual information Field Site provides to EWU; however, Field Site reserves the right to terminate the use of its facilities by a particular student where necessary to maintain its operation free of disruption and to ensure quality of Field Site client care.
14. On any day when a student is participating in the Program at its facilities, Field Site will provide such student necessary emergency health care or first aid for accidents occurring in its facilities. At the student's expense and request, Field Site will provide follow-up

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care, testing and counseling, including HIV testing, and counseling associated with that testing, in the absence of any similar service being immediately available from student's health care providers. Students will be financially responsible for the cost of any and all health care or first aid that becomes necessary while students are on-site. Except as provided in this Agreement, Field Site will have no obligation to furnish medical or surgical care to any student.

15. Provide a copy of this agreement to the administration where candidate is placed.

D. STUDENTS' STATUS AND RESPONSIBILITIES

1. Students referred to the Field Site are and will remain students of EWU. Students will have the status of learners and will not replace Field Site personnel. Any service rendered by students is incidental to the educational purpose of the Program. Students will represent themselves as participants in field-based education experiences until they are fully certified to work in their role. Conditional/emergency certification does not negate the requirement for field experience participants to represent themselves as students.
2. Students will not be entitled to any monetary or other remuneration for services performed by them at Field Site, nor will Field Site otherwise have any monetary obligation to EWU or its students, by virtue of this Agreement.

E. LIABILITY COVERAGE PROVISIONS

1. Each party agrees to indemnify, defend, and hold harmless the other from all losses or liabilities resulting from the negligence or willful misconduct of the indemnifying party and/or its employees or agents arising under this Agreement, except to the extent such losses or liabilities are caused by the indemnified party's negligence or willful misconduct.
2. EWU and its officers, employees, and agents, while acting in good faith within the scope of their official EWU duties, are covered by the State of Washington Self-Insurance Program and the Tort Claims Act (Chapter 4.92 RCW), and successful claims against EWU and its employees, officers, and agents in the performance of their official EWU duties in good faith under this Agreement will be paid from the tort claims liability account as provided in RCW 4.92.130.
3. No provision or language in the underlying contract shall be construed or interpreted to increase the scope or dollar limit of the Field Site's liability beyond that which is set forth in Section 768.28 of the Florida Statutes. Nor shall any such language be construed or interpreted to waive the Field Site's sovereign immunity from suit, or to require the Field Site to indemnify EWU or any other person, corporation or legal entity of any kind or nature whatsoever for injury or loss resulting from any acts or omissions other than those

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which arise from the actionable negligence of the Field Site. Field Site expressly reserves all other protections and privileges related to its sovereign immunity.

4. Field Site is self-insured pursuant to the laws and regulations of the State of Florida. .
5. As required by the Field Site for participation in the Program, students will be required to have professional liability coverage with minimum limits of \$1,000,000 each claim and \$3,000,000 in the aggregate while participating in the Program. Certificates of such coverage will be provided to the Field Site upon request.

F. OPERATIONAL DETAILS

1. EWU and Field Site agree that contemporaneous with or following execution of this Agreement and within the scope of its provisions, EWU may develop letter agreements with Field Site to formalize operational details of the field experience program. These details include, but are not limited to, the following:
 - i. Beginning dates and length of experience (to be mutually agreed upon before the beginning of the field experience Program);
 - ii. Specific learning objectives and performance expectations for students;
 - iii. Deadlines and format for student progress reports and evaluation forms.

Any such letter agreements will be considered to be attachments to this Agreement, will be binding when signed by authorized representatives of each party, and may be modified by subsequent letter agreements signed by authorized representatives of each party.

G. TERM

This Agreement shall commence on the date of the last signature and continue thereafter from year to year. The Agreement shall be reviewed no later than five (5) years from its effective date, or earlier at the request of either party.

H. TERMINATION

This Agreement may be canceled by giving the other party at least ninety (90) days advance, written notice of its intention to terminate. In the event of termination, it shall not become effective for students/ candidates already enrolled and participating in the Program/ field experiences until they have completed their current rotation.

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Agreement and prior to normal completion, EWU may terminate the Agreement at any time, subject to renegotiation at EWU's discretion under those new funding limitations and conditions.

I. NOTICE

The following persons shall be the point of contact for all notices and communications regarding the performance of this Agreement. All notices, demands, requests, or other communications required to be given or sent by EWU or Field Site will be in writing and transmitted by email,

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facsimile, mailed by first-class mail, postage prepaid or by hand delivery to:

Field Site	EWU
Field Site:	Eastern Washington University
Contact Name:	Procurement & Contracts
Address:	218 Tawanka Hall
City, State Zip:	Cheney, WA 99004-2456
Email:	Email: purchasing@ewu.edu
Phone:	Phone: (509) 359-2253
Fax:	Fax: (509) 359-7984

Each party may designate a change of address by notice in writing. All notices, demands, requests, or communications that are mailed will be deemed received three (3) days after deposit in the U.S. mail, postage prepaid.

J. AMENDMENTS

This Agreement may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

K. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties, and supersedes all prior oral or written agreements, commitments, or understandings concerning the matters provided for in this Agreement.

L. GOVERNING LAW AND VENUE

The parties' rights and obligations under this Agreement will be construed in accordance with, and any claim or dispute relating thereto will be governed by, the laws of the State of Florida.

M. SURVIVAL

EWU and Field Site expressly intend and agree that the confidentiality provisions set forth in section A(4)(i-v) and liability coverage provisions of this Agreement will survive the termination of this Agreement for any reason.

N. ORDER OF PRECEDENCE

Any conflict or inconsistency in this Agreement and its attachments will be resolved by giving the documents precedence in the following order:

- i. This Agreement;
- ii. Appendices to this Agreement which are attached and incorporated herein, in reverse chronological order.

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O. SEVERABILITY

If any provision of this Agreement, or any other agreement, document or writing pursuant to or in connection with this Agreement, shall be held to be wholly or partially invalid or unenforceable under applicable law, said provision will not affect the other provisions of this Agreement which can be given effect without the invalid provision, and to this end the provisions of this Agreement are declared to be severable.

P. WAIVER

Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Any waiver shall not be construed as a modification of the terms of this Agreement unless stated to be such in writing and signed by an authorized representative of the party.

Q. INSPECTION

Field Site will permit, on reasonable notice and request, the inspection of related facilities by agencies charged with responsibility for accreditation of EWU or an EWU program.

R. HIPAA

EWU voluntarily provides students with training on the requirements of HIPAA. Field Site will provide additional training on Field Site-specific HIPAA policies and procedures. EWU will direct its students and faculty to comply with the policies and procedures of Field Site. No protected healthcare information (PHI) is shall be exchanged between Field Site and EWU. Solely for the purpose of defining students' role in relation to the use and disclosure of Field Site PHI, students acting pursuant to this Agreement are defined as members of Field Site's workforce. However, EWU's students and faculty shall not be considered to be employees of Field Site.

S. ELECTRONIC SIGNATURES

A manually signed copy of this Agreement, Terms and Conditions or any amendments or other transaction documents delivered by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy.

T. APPROVAL

This Agreement shall be subject to the written approval of EWU's authorized representative and shall not be binding until so approved.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by the persons signing below, who warrant they have the authority to execute this Agreement.

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O. SEVERABILITY

If any provision of this Agreement, or any other agreement, document or writing pursuant to or in connection with this Agreement, shall be held to be wholly or partially invalid or unenforceable under applicable law, said provision will not affect the other provisions of this Agreement which can be given effect without the invalid provision, and to this end the provisions of this Agreement are declared to be severable.

P. WAIVER

Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Any waiver shall not be construed as a modification of the terms of this Agreement unless stated to be such in writing and signed by an authorized representative of the party.

Q. INSPECTION

Field Site will permit, on reasonable notice and request, the inspection of related facilities by agencies charged with responsibility for accreditation of EWU or an EWU program.

R. HIPAA

EWU voluntarily provides students with training on the requirements of HIPAA. Field Site will provide additional training on Field Site-specific HIPAA policies and procedures. EWU will direct its students and faculty to comply with the policies and procedures of Field Site. No protected healthcare information (PHI) is shall be exchanged between Field Site and EWU. Solely for the purpose of defining students' role in relation to the use and disclosure of Field Site PHI, students acting pursuant to this Agreement are defined as members of Field Site's workforce. However, EWU's students and faculty shall not be considered to be employees of Field Site.

S. ELECTRONIC SIGNATURES

A manually signed copy of this Agreement, Terms and Conditions or any amendments or other transaction documents delivered by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy.

T. APPROVAL

This Agreement shall be subject to the written approval of EWU's authorized representative and shall not be binding until so approved.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by the persons signing below, who warrant they have the authority to execute this Agreement.

SCHOOL PSYCHOLOGY EDS

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Field Site

Eastern Washington University

Cody Ross

6/6/2024

Signature Date

Signature Date

Cody Ross

Name

Name

Contracts Specialist 2

Title

Title

SCHOOL PSYCHOLOGY EDS

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