**AGREEMENT**

**SPEECH-LANGUAGE PATHOLOGY ASSISTANT**

**Field Experience and Use of Facilities**
between
**San Joaquin Delta Community College District**
and
**Jefferson School District**

This AGREEMENT between **San Joaquin Delta Community College District** of San Joaquin County, hereinafter referred to as "**DISTRICT**", and with **Jefferson School District,** under the laws of the State of California, hereinafter referred to as "**AGENCY**". This contract shall be effective on the July 1, 2023, through June 30, 2028.

WHEREAS, the Board of Trustees have approved a Speech-Language Pathology Assistant Program at San Joaquin Delta Community College and such program requires field experience and the use of service facilities; and

WHEREAS, the American Speech-Language-Hearing Association has set forth recommendations and guidelines for the Speech-Language Pathology Assistants training to include field experience; and

WHEREAS, California law passed as AB 205 sets forth recommendations and guidelines for registering Speech-Language Pathology Assistants in accordance with standards set by the American Speech-Language-Hearing Association; and

WHEREAS, it is to the mutual benefit of the parties hereto that students of the DISTRICT's Speech-Language Pathology Assistant Program use the service facilities of the AGENCY for their field experience,

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

I. AGENCY

The AGENCY has the following duties and obligations:

1. Provide service facilities for learning experiences therein for students enrolled in the Speech-Language Pathology Assistant Program of DISTRICT who are designated by DISTRICT for such experience at the AGENCY (the field experience for any one student shall cover such period of time as may be specified by DISTRICT).

2. Maintain service facilities in conformance with standards of the California State Board of Medical Examiners and the American Speech-Language-Hearing Association and permit inspection of its service facilities upon request by the American Speech-Language-Hearing Association and the State Board of Medical Examiners.

3. Provide staff members who hold a current Certificate of Clinical Competence in Speech-Language Pathology issued by the American Speech-Language–Hearing Association, the California State License issued by the State Board of Medical Quality Assurance and certified Speech Language Pathologists certified through the State Department of Education to supervise Speech-Language Pathology Assistant students.

4. Permit such field experience in Speech-Language Pathology Assistant training by such students, individually and in groups, in all services of AGENCY herein contracted for, such services and the number of students receiving experience therein shall be by mutual agreement between parties and in accordance with the standards set forth by the American Speech-Language-Hearing Association.

5. Provide given service areas in such a manner that there will be no conflict of learning opportunities among groups of students, and permit the district faculty and students access to these service facilities, according to prearranged scheduling.

6. Permit members of the Speech-Language Pathology, medical, educational, and other appropriate staff to participate as their time may permit in the field experience of the students and their learning experiences in the Speech-Language Pathology Assistant Program.

7. Permit the AGENCY'S Director of Speech-Language Pathology and other designated Speech-Language Pathology personnel to attend meetings of the DISTRICT'S Speech-Language Pathology Assistant Program Faculty, or any committee thereof, to coordinate the field experience for the Speech-Language Pathology Assistant Program provided for under this Agreement.

8. Reserve the right after consultation with the DISTRICT, to refuse to accept for further Speech-Language Pathology Assistant Program field experience any of the college students who in AGENCY'S judgment are not participating satisfactorily, provided however, neither party shall discriminate with respect to the acceptance in or exclusion of students from the program.

## II. DISTRICT

The DISTRICT has the following duties and obligations:

1. Designate the students enrolled in the Speech-Language Pathology Assistant Program of DISTRICT to be assigned for field experience in Speech-Language Pathology areas of AGENCY in such numbers as are mutually agreed to by both parties.

2. Supervise, in cooperation with the AGENCY supervisor, all instruction and learning experience and field experience given at AGENCY to the students so designated and provide faculty to supervise the field experience and learning experience given to them at AGENCY, provided however, that the responsibility for service to the client remain with the AGENCY.

3. Keep academic and field experience records of students participating in said program.

4. Provide and be responsible for the care and control of educational supplies and education equipment necessary for instruction, including library material and audiovisual equipment and supplies which are not customarily available in the AGENCY for the Speech-Language Pathology Assistant field experience.

5. Be responsible for the supervision and control of the students in the activities of their field experience under the general supervision and delivery of service framework of AGENCY.

6. Agree that the students shall be subject to requirements and restrictions specified jointly by representatives of DISTRICT and AGENCY, and subject to AGENCY'S rules and regulations governing conduct, copies of which shall be provided in advance to DISTRICT by AGENCY.

7. Be responsible for liability insurance, releases, and such other protective measures as AGENCY and DISTRICT mutually agree to be necessary.

8. Require DISTRICT'S Speech-Language Assistant Program faculty to obtain the approval of AGENCY'S Director of Speech-Language Pathology in advance of:

    a. Student Speech-Language Pathology Assistant schedules.
    b. Placement of students in field experience assignments.
    c. Changes in field experience assignments.

9. In consultation and coordination and with the approval of the AGENCY'S Director of Speech-Language Pathology and the Speech-Language Pathology Assistant staff, plan for the Speech-Language Pathology Assistant field experience to be provided to students under this agreement.

10. In consultation and coordination with the AGENCY'S Director of Speech-Language Pathology arrange for periodic conferences between appropriate representatives of the DISTRICT and AGENCY to evaluate the Speech-Language Pathology Assistant field experience program provided under this Agreement.

11. The AGENCY may require students to provide personal information such as a background clearance in accordance with Assembly Bill 1610 and Education Code 45125, and pass a tuberculosis examination or provide certification that they are free of communicable tuberculosis in accordance with Education Code 49406 prior to the start of the fieldwork program.

## III. GENERAL CONDITIONS

1. Speech-Language Pathology Assistant students and faculty assigned by DISTRICT for field experience to AGENCY will not be, in any sense, employees of AGENCY. They will be there for the limited purposes expressed in this Agreement. The parties agree that the AGENCY shall have no monetary obligation to DISTRICT, to Speech-Language Pathology Assistant students or to Speech-Language Pathology Assistant Faculty.

2. Recognizing the risk to AGENCY when it permits its facilities to be used for field experience and in consideration of the training opportunity for students provided by AGENCY, DISTRICT hereby assumes the risk of injury to the persons or property of students and faculty while on the premises of AGENCY or participating in field experience under this Agreement and to third persons or their property as the result of the acts or omissions of students and/or faculty.

3. DISTRICT will indemnify and hold AGENCY harmless from any and all claims and causes of actions which students or faculty may have or assert against AGENCY on accounts of illness, injuries to their persons or injuries to their property while on the premises of AGENCY or participating in field experience under this Agreement, except those caused by the wrongful or negligent acts or omissions of AGENCY, its officers, employees or agents.

4. DISTRICT will indemnify and hold AGENCY harmless from any and all claims and causes of action which third parties may have or assert against AGENCY on account of injuries to their persons or property as the result in whole or in part of the acts or omissions of students and/or faculty. AGENCY shall indemnify and hold DISTRICT harmless from any and all claims and causes of action which third parties may have or assert against DISTRICT on account of injuries or loss to their person or property as the result whole or in part of the acts or omissions of AGENCY employees, agents, or representatives.

5. District will obtain insurance coverage, insuring its obligations under this section, with limits of at least $1,000,000 for injuries to any one person, and $2,000.000 for injuries to more than one person, arising out of the same occurrence, and $1,000,000 for property damages, such insurance to be evidenced by certificate of insurance, policy rider, or other means acceptable to the parties hereto.

6. It is understood by the parties to this Agreement that the AGENCY remains responsible for client care at all times.

7. This contract may be modified by mutual agreement of the parties involved by giving thirty (30) days written notice.

8. This Agreement may be terminated by either party six (6) months prior to commencement of each academic year with notice in writing sent by registered mail as follows:

**AGENCY:** Emily Stroup
Director of Human Resources
Jefferson School District
1219 Whispering Wind Dr.
Tracy, CA Cal 95377
209-836-3388
estroup@jsdtracy.com

**DISTRICT:** Lisa Lucchesi
Acting Dean of Health & Fitness Division
San Joaquin Delta Community College
5151 Pacific Avenue
Stockton, CA 95207-6370
(209) 954-5454
lisa.lucchesi@deltacollege.edu

Dr. Benjamin Reece
Speech-Language Pathology A Program
San Joaquin Delta Community College
5151 Pacific Avenue
Stockton, CA 95207-6370
benjamin.reece@deltacollege.edu

IN WITNESS THEREOF, the parties hereto have executed this contract the day and year written below.

**San Joaquin Delta Community College District**

By _____ Date _____
Authorized Signer

_____
Authorized Signer Name and Title

**Jefferson School District**

By _____ Date _____
Authorized Signer

_____
Authorized Signer Name and Tit

# ATTACHMENT

**SAN JOAQUIN DELTA COLLEGE NURSING AND HEALTH SCIENCE PROGRAMS**

## Criminal History Background Screen Scoring

### Definitions

- Non-Conviction: Any disposition other than a plea of guilty, no contest or a finding of guilt. Non - Convictions can be one of three categories.
    - Passing: Non-Conviction leading to charge being dismissed, Nolle Prosse, Nolle Prosequi, Expunged, Not Guilty verdict or acquittal of defendant.
    - Failing: Any adjudication withheld/ deferred where the charge was not dismissed, expunged, Nolle Prosse or Nolle Prosequi.
    - Provisional: Any active or pending case.
- Passing Disposition: Any Non-Conviction disposition leading to the case being dismissed, Nolle Prosse, Nolle Prosequi, Expunged, Not Guilty verdict or acquittal of defendant.
- Failing Disposition: Any disposition resulting in a Conviction or Non -Conviction (adjudication differed/ withheld) that has **not** led to the case being dismissed .
- Healthcare Related Misdemeanor : Any Misdemeanor crime related to the following categories:

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|---|---|---|
| Theft | Assault and/ or Battery | Contributing to Delinquency |
| Embezzlement | Simple Assault | Any child-related sexual activity |
| Forgery | Domestic Violence | Any nonconsensual sexual activity with child or adult |
| Fraud | Resisting Arrest | Sale and/ or possession of a controlled substance |
| Misuse of Credit Card | Obstructing Officer | Public intoxication/ drunkenness |
| Unauthorized Use | Evade Officer/ Lawful Arrest | Elder abuse/ neglect |
| Shoplifting | Weapons Charges | |
| Receiving Stolen Property | Stalking | |
| Unemployment or Worker's Compensation Fraud | Menacing | |
| Worthless Check | Child Abuse/ Neglect | |
| | Child Endangerment | |

### Fail

Score all candidates as ''Fail'' for the following conditions:

- Any case with a Failing Disposition for Misdemeanor or Felony violent crimes, nonconsensual sexual crimes, and crimes against children regardless of elapsed time from disposition date.
- Any other Felony crime with a Failing Disposition within the last 7 years.

Any Healthcare Related Misdemeanor crime with a Failing Disposition within the last 7 years (except in California, exclude misdemeanor marijuana convictions more than two years old).

Any Controlled Substance Offence with a Failing Disposition within the last 7 years (except in California, exclude misdemeanor marijuana convictions more than two years old).