University of the Pacific Thomas J. Long School of Pharmacy and Health Sciences

TEACHING SITE AFFILIATION AGREEMENT

This AGREEMENT made and entered into September 30, 2019, by and between Jefferson School District**,** hereinafter designated as "Teaching Site" and the University of the Pacific, for its Thomas J. Long School of Pharmacy and Health Sciences, 3601 Pacific Avenue, Stockton, California 95211, hereinafter designated as "the University":

WITNESSETH:

WHEREAS, it is the purpose of this Agreement to establish an Affiliation between the University and Teaching Facility to provide, mutually, educational experiences and programs for students duly enrolled at the University of the Pacific, Department of Speech Language Pathology and the professional staff of said Teaching Site; and,

WHEREAS, the Board of Regents of the University of the Pacific has established an approved professional program of training in speech language pathology which program requires facilities wherein students enrolled in the program can obtain training in the field of speech language pathology; and,

WHEREAS, Teaching Site, has defined education and training in the education professions as objectives; and,

WHEREAS, the facilities and professional staff of the two institutions, through their mutual contributions within the context of the Agreement, are committed to the continuous improvement of educational service and health care delivery by providing expanded educational and training programs in teaching speech language pathology graduate students,

WHEREAS, facilities of Teaching Site furnish a resource essential to the implementation of those commitments.

NOW, THEREFORE, it is mutually covenanted and agreed by and between Teaching Site and the University as follows:

1. Teaching Site will:

   A. Make available its facilities for the students enrolled in the speech language pathology program at the University and who are designated by the University for such learning experience.

   B. Maintain the facilities at Teaching Site according to California State laws and the applicable standards mandated by the California State Educational Code, to ensure that the facility conforms to said laws and standards.

   C. Establish with the Speech Language Pathologist of the Teaching Site, in collaboration with the Director Clinical Education for Speech Language Pathology at the University, the program and specific areas to be included in that learning experience.

D. Maintain educational services without reliance on assigned students.

E. Appropriate space for safeguarding of personal belongings, such as clothing, purses, backpacks, telephones and textbooks.

F. Permit, on reasonable request, the inspection of facilities by agencies charged with the responsibility for accreditation of the University's speech language pathology program and Graduate School.

2. The University will:

A. Contact the representative of the Teaching Site prior to the start of internships to gain agreement on the number of students to be assigned to the district at one time for training.

B. Supervise, in liaison with the Teaching Site's Speech Language Pathologist, all instruction and learning experiences given at the Teaching Site.

C. Provide and be responsible for the care and control of educational supplies and educational equipment necessary for instruction, including audiovisual equipment and supplies which are not customarily available at the Teaching Site.

D. Be responsible for keeping all attendance and academic records of the students.

E. Be responsible for physical examination, tuberculin testing, professional liability insurance, and such other protective measures as Teaching Site and University mutually agree to be necessary.

F. Maintain and provide upon request documentation that all students assigned to the Teaching Site have adequate personal medical insurance to provide for their treatment in the event of illness or injury while on the premises of the Teaching Site or while participating in a clinical experience under this Agreement.

G. Require every student to conform to all applicable Teaching Site policies, procedures, and regulations, and all requirements and restrictions specified jointly representatives of the University and the Teaching Site.

H. In cooperation with Director of Clinical Education, arrange for periodic conferences between representatives of the University and the Teaching Site to evaluate the program under this Agreement.

3. Teaching Site and the University shall:

A. Be subject to the requirements and restrictions specified jointly by representatives of the Teaching Site and the University, with respect to the rules and regulations of the respective institutions governing conduct.

B. Be provided with the number of participants to be assigned, the dates and hours they will be assigned, and the areas to which they will be assigned, by the beginning of each training period.

C. The Teaching Site shall provide a licensed and certified Speech Language Pathologist with responsibility for organizing, supervising, and monitoring educational programs within the Teaching Site.

D. Retain the right individually to approve before release any publication by students and faculty or staff members of any material relative to projects undertaken under the terms of this Agreement.

E. Follow appropriate procedures to ensure that privileged institution information and patient/student confidentiality are not compromised, in accordance with applicable confidentiality laws and institutional policies.

4. The University will hold Teaching Site harmless for any and all claims and causes of actions which students or instructors of the University may have or assert against Teaching Site on account of illness, injury to their persons, or damage to their property while on the premises of Teaching Site or while participating in the program described by this Agreement, which may result in Worker's Compensation, malpractice, or other claims and actions, except those caused by the wrongful or negligent acts or omissions of Teaching Site and its officers, employees, or agents.

5. The Teaching Site will hold the University harmless from any and all claims and causes of actions which employees of the Teaching Site may have or assert against the University on account of illness, injury to their persons, or damage to their property while on the premises of the Teaching Site or while participating in a community pharmacy experience under this Agreement, except those caused by the wrongful or negligent acts or omissions of the University and its officers, employees, students or agents.

6. Each party shall extend its usual worker's compensation insurance to cover all employees who are participating in the Programs at the Teaching Site. The parties hereto agree that University's students are fulfilling specific requirements for speech language pathology practice experiences as part of a degree requirement. Therefore, University's students are not to be considered employees of the University or the Teaching Site for purposes of worker's compensation, employee benefit programs or any other purpose.

7. A. The University warrants that it carries policies of insurance placed with reputable insurance companies licensed to do business in the State of California which insure

against the perils of bodily injury, personal injury, malpractice, and property damage, and covers such liabilities as are imposed by law. The University shall continue to maintain such insurance in full force and effect during the term of this agreement and carry a limit of liability of at least one million dollars ($1,000,000) per incident and three million dollars ($3,000,000) aggregate.

B. The Teaching Site warrants that it carries policies of insurance placed with reputable insurance companies licensed to do business in the State of California which insure against the perils of bodily injury, personal injury, malpractice, and property damage, and covers such liabilities as are imposed by law. The Teaching Site shall continue to maintain such insurance in full force and effect during the term of this agreement and carry a limit of liability of at least one million dollars ($1,000,000) per incident and three million dollars ($3,000,000) aggregate.

8. This Agreement shall be effective September 30, 2019, and shall continue until either the University or the Teaching Site determines that Agreement should be discontinued and gives a 30-day notice of such a determination.

IN WITNESS WHEREOF, we have hereunto subscribed our names effective September 30, 2019.

TEACHING SITE: JEFFERSON SCHOOL DISTRICT
ADDRESS: 1219 WHISPERING WIND DR
CITY, ZIP: TRACY, CA 95377
CONTACT: NANCIE CASTRO, DIR OF HUMAN RESOURCES
PHONE: 209-836-3388

By _____

(Print Name & Title) _____

By _____

(Print Name & Title) _____

Hereinabove referred to as "Teaching Site"

THE UNIVERSITY OF THE PACIFIC
Thomas J. Long School of Pharmacy and Health Sciences
3601 Pacific Avenue, Stockton, CA 95211
Contact: Benjamin Reece, Director Clinical Education Ph: 209-946-3969

By _____
Michael H. Schwartz
Interim Provost

Hereinabove referred to as "the University"