Affiliation Agreement
between the Jefferson School District
and the University of the Pacific

This Affiliation Agreement ("**Agreement**") is entered into this 15th day of September, 2020 ("**Effective Date**"), by and between Jefferson School District ("**Host**") and the University of the Pacific ("**University**").

WHEREAS, University is a nonprofit institution of higher education that offers more than 80 undergraduate areas of study and more than 30 graduate and professional programs in 11 schools and colleges at campuses located in Stockton, Sacramento and San Francisco, California;

WHEREAS, as part of the University's educational mission, the University provides opportunities for its students to gain valuable experience in their respective field of study and gain valuable educational development by placing students directly in institutions, organizations, agencies and business in order for the students to gain valuable clinical experience;

WHEREAS, the University and Host believe it is for the mutual benefit of the parties, and especially the University students, that Host provide practical on-site opportunities to University students as set forth in in **Exhibit A** attached hereto ("**Program**"); and

WHEREAS, the parties agree that the Program will be conducted in accordance with the terms and conditions set forth in this Agreement.

NOW THEREFORE, in consideration of the mutual promises and covenants hereinafter set forth below, University and Host hereby agree as follows:

1. Program Description. The Program is further described in **Exhibit A** attached hereto and by this reference incorporated herein. During the Term (as defined below in Section 9), the Parties may make changes to the Program by amending the existing Exhibit A or adding additional exhibits under Exhibit A which additional exhibits would be numbered consecutively as Exhibit A-1, Exhibit A-2, etc. For purposes of this Agreement, the term "**Student**" means any University student placed with Host under the Program. Except as expressly provided in this Agreement or in any subsequent amendment hereto including exhibits, no monetary obligation on the part of University or the Host to the other party is hereby created; consideration for this Agreement is furnished by the mutual benefits and promises of the parties.

2. University Responsibilities and Understandings

(a) The Program is a program of University, and not of the Host.

(b) University shall be responsible for the academic content of the Program and shall provide necessary instruction and academic supervision and award academic credit. University shall be responsible for clear and specific objectives and planned learning activities and for the development of manuals and appropriate evaluation instruments for student learning.

(c) University shall comply with applicable accrediting agencies' standards and guidelines.

(d) University shall have the right to designate the students who will participate in the Program subject to the following limitations:

(i) Each Student must be enrolled at University and have the requisite academic background, as determined by University in its reasonable discretion, for participation; and

(ii) Host and University shall agree on the number of Students who may be allowed to participate at one time.

(e) University shall be responsible for keeping all attendance and academic records of the Students. University may delegate to Host and its personnel the Student evaluation activities where appropriate and, as long as, University's primary responsibility for this function is not compromised.

(f) University shall notify Host of proposed Students, including the name of the Student, level of academic preparation, and length and dates of proposed participation in the Program. University shall ensure each Student conforms to the health examination/immunization and background check requirements for the Program.

(g) If applicable, University shall provide Students training in HIPAA regulations and OSHA's universal precautions.

3. Host Responsibilities and Understandings

(a) Host shall provide appropriate facilities for the aspects of the Program conducted at Host's premises under this Agreement. The facilities designated by Host shall not endanger the health, safety or welfare of the Students.

(b) Host shall provide any required safety training to Students.

(c) Host shall be responsible for ensuring all its employees comply with all laws, rules, and regulations with regard to their conduct and interaction with Students.

(d) Host shall appoint a site supervisor for each Student. The site supervisor must have a valid credential or license for the area he/she is supervising and be an employee of Host, in order to serve as the Student's supervisor. When applicable, the site supervisor must practice in the specialty he/she is supervising.

(e) Host shall ensure that Students are familiar with all applicable rules, regulations, and policies of Host to which Students are expected to adhere during the Program and while on Host premises (including, without limitation, applicable health and safety training in accordance with prevailing federal and state laws).

(f) Consistent with the availability of resources for Host's employed staff, Students shall be provided adequate supplies and materials to carry out the Student functions of the Program.

(g) University personnel shall be permitted to participate in the instruction of Students on Host premises as necessary to effectively implement the Program except when, in the reasonable opinion of the Host, such participation interferes with the Host's operations.

(h) Host shall permit University to visit Host's premises, to consult with Host personnel involved in the Program, and to evaluate Student progress while they are on Host premises; provided, however, that such visits shall be subject to reasonable rules and policies of Host.

(i) In the event of a medical emergency involving a Student while the Student is on Host premises, Host shall respond according to the same procedure it would follow if one of its employees experienced the same emergency.

(j) Students shall perform services as part of their participation in the Program only when under the supervision of authorized, licensed or certified Host personnel. Host understands and agrees that Students are trainees participating in educational activities. Unless otherwise indicated in Exhibit A, Students shall not be considered employees or contractors of the Host while participating in the Program, and shall not be used to replace Host personnel.

4. Joint Responsibilities of University and School

(a) The parties shall coordinate the planning, scheduling, requirements, and evaluations of Students who participate in the Program as more fully described in Exhibit A. Schedules and Student assignments shall be developed to enhance the goals, objectives and missions of both Host and University. University' final examination and vacation schedules will be honored by Host.

(b) Each party shall perform independent and joint reviews to determine the effectiveness of the Program.

(c) Each party may enter into similar agreements with other institutions at any time.

(d) Each party to this Agreement will immediately notify the other in the event it becomes aware of violations of the other party's rules, regulations, policies or procedures by the Student and/or any negligent or intentional conduct when the conduct of the Student jeopardizes the health and/or safety of Host's students or staff. The parties agree to cooperate in the investigation of any such conduct.

5. Confidentiality and the Family Educational Rights and Privacy Act.

(a) The parties agree to comply with the applicable requirements of state of California and federal privacy laws, including the Family and Educational Rights and Privacy Act ("**FERPA**") and its implementing regulations. The parties acknowledge that student educational records are protected by FERPA and that student permission generally must be obtained before releasing specific student data to anyone other than the student's school. Each party agrees to cooperate with the other party regarding compliance with FERPA with respect to records pertaining to Students. Each party certifies that access to such records is necessary for the performance by each party under this Agreement, and agrees that each party shall be subject

to, and shall comply with, the same conditions and restrictions on the use and re-disclosure of such records pursuant to applicable law.

(b) If Students are paid by Host, records maintained by Host of Students may also constitute employment records protected from disclosure absent consent under applicable state and federal laws and regulations.

6. Insurance.

(a) The University agrees to maintain the following insurance coverages at its own cost and expense:

(i) Commercial General Liability Insurance in the amount of one million dollars ($1,000,000) per occurrence and Two million dollars ($2,000,000) in the aggregate.

(ii) Medical Malpractice Insurance in the amount of one million dollars ($1,000,000) per claim and three million dollars ($3,000,000) in the aggregate.

(iii) The University shall continue to maintain such insurance in full force and effect during the term of this agreement.

(b) The Host agrees to maintain the following insurance coverages at its own cost and expense:

(i) Commercial General Liability Insurance in the amount of one million dollars ($1,000,000) per occurrence and Two million dollars ($2,000,000) in the aggregate.

(ii) Medical Malpractice Insurance in the amount of one million dollars ($1,000,000) per claim and three million dollars ($3,000,000) in the aggregate.

(iii) The Host shall continue to maintain such insurance in full force and effect during the term of this agreement.

7. Indemnification. Each party agrees to defend, indemnify and hold one another, their respective regents, officers, directors, employees, students and agents harmless from and against all third party claims for injury or damages, liability, loss, expense (including reasonable attorney's fees and costs) ("**Loss**"), arising out of the performance of its obligations under this Agreement, but only in proportion to and to the extent the Loss is caused by or results from the negligence or intentional acts or omissions of the indemnifying party. The indemnities provided under this Section 7 shall not be limited by reason of any insurance coverage required under this Agreement and shall survive termination of this Agreement.

8. Relationship of the Parties and Students. Each party is and shall be an independent contractor of the other party. Neither party nor its employees or subcontractors shall be deemed to be employees or agents of the other party as a result of this Agreement. Neither party's

employees and subcontractors will be entitled to any benefits made available to the other party's employees. Nothing in this Agreement is intended to establish a partnership, joint venture, or agency relationship between the parties, and neither party nor its employees or subcontractors are authorized to bind the other party or make any representations on its behalf in any matter.

9. Term and Termination. The term of this Agreement shall commence on the Effective Date and shall continue until terminated as provided in this Section 9 ("**Term**"). This Agreement may be terminated at any time without cause by either party, upon giving the other party sixty (60) days written notice; provided, however, that any such termination shall not be effective as to any Student who as of the date of mailing of notice by the terminating party is participating in the Program until the Student has completed his/her participation in the Program for the then current academic term (semester or year), unless otherwise agreed by the parties in writing. Host agrees to return any University property to University within thirty (30) days of the early termination or expiration of the Agreement, or such other timeframe as agreed upon by the parties in writing.

10. Compliance with Laws; Accreditation, Licensing and Credentials. Each party shall be separately responsible for compliance with all laws, rules and regulations which may be applicable to its respective activities under this Agreement. Each party shall be separately responsible for accreditation, licensing, and credentialing of its own entities and employees, as applicable, and each party agrees to furnish to the other party with evidence of such accreditation, licensing, and credentials upon request by the other party. Host further agrees to cooperate with University with respect to its accreditation requirements and will gather data related to Students' participation in a Student Placement under this Agreement.

11. Nondiscrimination. Both parties shall fully adhere to all applicable local, state and federal law, including equal employment opportunity and including but not limited to compliance with Title VI of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975 and the American with Disabilities Act of 1990. The University is committed to equal opportunity for all persons in all facets of the University's operations and is an Equal Opportunity/Affirmative Action employer. The University will provide all applicants for admissions, employment, and all University employees with equal opportunity without regard to race, color, national origin, religion, sex, gender, gender expression, gender identity, gender transition status, pregnancy, physical or mental disability, medical condition (cancer-related or genetic characteristics), genetic information (including family medical history), ancestry, marital status, age, sexual orientation, citizenship, or service in the uniformed services, including protected veterans or any other applicable protected category, or participation in any protected activity. The University ensures non-discriminatory practices in all matters relating to its education programs and activities and extends the same non-discriminatory practices to recruiting, hiring, training, compensation, benefits, promotions, demotions, transfers, and all other terms and conditions of employment.

Host is notified it may be subject to the provisions of 41 CFR Section 60- 300.5(a); 41 CFR Section 60-741.5(a); 41 CFR Section 60-1.4(a) and (c); 41 CFR Section 60-1.7(a); 48 CFR Section 52.222-54(d); and 29 CFR Part 471, Appendix A to Subpart A with respect to affirmative action and posting requirements. If applicable, this contractor and subcontractor shall abide by the requirements of 41 CFR 60- 300.5(a). This regulation prohibits discrimination

against qualified protected veterans and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans. If applicable, Host shall abide by the requirements of 41 CFR 60-741.5(a). This regulation prohibits discrimination against qualified protected veterans and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans.

12. Cooperation in Disposition of Claims. The parties agree to cooperate with each other in the timely investigation and disposition of audits, peer review matters, disciplinary actions and third-party liability claims arising out of this Agreement. The parties shall notify one another as soon as possible of any adverse event that may result in liability to the other party. It is the intention of the parties to fully cooperate in the disposition of all such audits, actions or claims. Such cooperation may include, but is not limited to, timely notice, joint investigation, and making witnesses available.

13. Student Discipline or Reassignment. Students' discipline shall be the sole responsibility of University, however Host or University may terminate the participation of any Student, who, at the determination of Host or University does not comply with the Program requirements or applicable rules or regulations of Host, University, or state of California or federal laws or regulations. If Host reasonably determines that a Student is not performing satisfactorily for reasons including, but not limited to, tardiness or absenteeism, failure to follow instructions, or failure to follow rules or policies, Host agrees to contact the University Program Contact (as designated in Exhibit A) to either counsel or reassign the Student.

14. Miscellaneous Provisions.

(a) **Dispute Resolution.** In the event of any dispute, controversy, claim or disagreement arising out of or related to this Agreement, or the acts or omissions of the parties with respect to this Agreement (each, a "**Dispute**"), the parties shall, as soon as reasonably practicable after one party gives written notice of a Dispute to the other party ("**Dispute Notice**"), meet and confer in good faith regarding such Dispute at such time and place as mutually agreed upon by the parties. If any Dispute is not resolved to the mutual satisfaction of the parties within ten (10) business days after delivery of the Dispute Notice (or such other period as may be mutually agreed upon by the parties in writing), the parties shall settle such Dispute as otherwise set forth in this Section. In the event a Dispute is not resolved by the meet and confer provisions under this Section above, the parties may choose any other available legal means to settle the Dispute. Each party agrees that a violation or threatened violation of this Agreement may cause irreparable injury to the other party, entitling the other party to seek injunctive relief in addition to all legal remedies.

(b) **Legal Fees and Costs.** The prevailing party is entitled to recover the cost of enforcing the understanding and agreements as reflected herein, including, without limitation, any attorneys' fees and costs incurred.

(c) **Notices**. All notices or other communications given hereunder shall be in writing and shall be deemed to have been duly given (1) on the date delivered if delivered by personal delivery or by overnight delivery service (such as FedEx); (2) on the third (3rd) business day after mailing by U.S. registered or certified mail, first class, postage prepaid; or (3) on the date transmitted by facsimile with confirmation of successful transmission. Any notices or other

communications given hereunder shall be addressed as follows, provided that either party may specify a different address by written notice to the other party in accordance with this paragraph:

If to University: University of the Pacific
School of Health Sciences
3200 5th Avenue
Sacramento, CA 95817
Attn: Clinical Education Liaison
Email: clinicaleducation@pacific.edu

Copy of Notice to be provided to:
General Counsel
University of the Pacific
3601 Pacific Ave.
Stockton, CA 95211
Email: generalcounsel@pacific.edu

If to Host: Jefferson School District
1219 Whispering Wind Dr.
Tracy, CA 95377
Attn: Nancie Castro, HR Director
ncastro@jsdtracy.com

(d) **Force Majeure**. Either party's obligations under this Agreement will be excused if and to the extent that any delay or failure to perform such obligations is due to fire or other casualty, product or material shortages, strikes or labor disputes, transportation delays, changes in business conditions (other than insignificant changes), acts of God, or other causes beyond the reasonable control of such party (each a "**Force Majeure Event**"). Notwithstanding the Force Majeure Event, each party shall make a good faith effort to resume performance as soon as the excusable delay is mitigated.

(e) **Governing Law**. This Agreement, and any dispute between the parties arising out of or related to this Agreement, shall be governed by and construed in accordance with the laws of the State of California, excluding its conflict of laws rules. Any and all legal action that is initiated to enforce any provision of this Agreement or arising out of or related to this Agreement must be brought or filed in either the state or federal court located in Stockton, California.

(f) **Use of Names and Logos**. Each party agrees that it shall not use the other party's name, logo or insignia, or the name, logo or insignia of any school or division thereof, or otherwise identify the other party or any of its schools or divisions in any form of publicity or disclosure without the prior written permission of the other party, which permission may be given or withheld in the other party's sole discretion.

(g) **No Assignment**. Neither party may voluntarily or by operation of law, assign or otherwise transfer any part of this Agreement without the prior written consent of the other party. Any purported assignment in violation of this Section shall be void.

(h) **Entire Agreement**. This Agreement is the entire agreement between the parties regarding its subject matter. No other agreements, oral or written, have been entered into with respect to the subject matter of this Agreement.

(i) **Modifications**. This Agreement may not be modified or amended except by an instrument in writing executed by duly authorized representatives of the parties.

(j) **Severability of Terms**. If any provision of this Agreement is held invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions will not in any way be affected or impaired thereby, unless the effect of such severance would be to alter substantially this Agreement or the obligations of the parties, in which case this Agreement may be immediately terminated by either party upon thirty (30) days' prior written notice, or as otherwise allowed by the termination provisions of this Agreement.

(k) **Counterparts**. This Agreement may be executed in several counterparts, each of which so executed shall constitute one and the same instrument.

[*Signatures on Following Page*]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers or delegates, as of the Effective Date**.**

Jefferson School District

_____

Dr. James Bridges
Superintendent
209-836-3388

UNIVERSITY OF THE PACIFIC

_____

Michael H. Schwartz
Interim Provost

EXHIBIT A-1
Program Description

Effective Date: 9-16-2020	☐ Evergreen or Termination Date: Evergreen
Legal Entity Name: University of the Pacific	**Main Address**: 3601 Pacific Ave. Stockton, CA 95211
Institutional Accreditation: WSCUC – WASC Senior College and University Commission	Expires: 2027

PROGRAM INFORMATION

Full Program Name: Speech Language-Pathology	**School Name:** School of Health Sciences
Program Address: University of the Pacific Speech Language-Pathology 3601 Pacific Avenue Stockton, CA 95211	**Program URL:** https://www.pacific.edu/academics/schools-and-colleges/thomas-j-long-school-of-pharmacy-and-health-sciences/academics/speech-language-pathology.html
Primary Program Contact: Megan Walls, M.S., CCC-SLP	**Email:** mwalls@pacific.edu
	Phone: 209-932-3355

Program Description/Overview: The speech-language pathology, Master's of Science degree at University of the Pacific is offered and coordinated through the School of Health Sciences. Students enrolled in the SLP program are prepared to deliver thoughtful, reflective, caring, and collaborative services to diverse populations. The program directs its efforts toward student centered didactic and clinical education as well as researching best practices in the field of speech-language pathology.

Type of degree/certificate:
_____ Certificate _____ Associate _____Bachelor ___X____Master ___ Doctorate

Student Evaluation Method(s):
Clinical supervisors are responsible for completing two evaluations (mid-rotation and summative), covering clinical knowledge and professionalism. The supervisor, or his/her designee, must observe and assess the student performing clinical functions, including documentation, on a regular basis and provide constructive verbal feedback to the student periodically over the course of the rotation. Mid-rotation and summative evaluations are completed electronically and should include supervisor-student feedback. Categories for evaluation use descriptive words regarding performance level; however, grade calculations use an applied Likert-scale. Evaluation will be based on the ASHA standards for clinical certification.

Additional Host Responsibilities:
Host shall participate with Pacific in planning the Program, including those experiences required to complete the electronic evaluation for each student and provide data as needed by ASHA.

For student clinicians, Host shall:
(1) Assign an on-site mentor who possesses a valid speech services credential, speech-language pathology license, the ASHA Certificate of Clinical Competence (CCC); has completed supervision continuing education as required by ASHA and the CA licensing board, and at least two years of clinical experience.
(2) Participate with Pacific in planning and implementing a comprehensive and coordinated program of support and mentoring for the student intern, in conformance with the most current requirements established by ASHA and articulated by Pacific in the Internship Handbook

Additional University Responsibilities: N/A
Additional Program Requirements: N/A
Additional Student Qualifications: Pacific Students are only eligible to participate in the Program during a defined academic semester/term (Fall, Spring or Summer). For student clinicians, Pacific shall: (i) confirm that the Student meets all requirements and proficiencies of graduate level students in speech-language pathology. (ii) assign a faculty liaison who will communicate on a regular basis with the student and serve as the university contact person for the on-site supervisor; (iii) assign intern supervision duties that adhere to the most current requirements established by ASHA and articulated by Pacific in this Exhibit A; and (iv) participate with Host in planning and implementing a comprehensive and coordinated program of support and mentoring for the intern, in conformance with the most current requirements established by ASHA and articulated by Pacific in this Exhibit A.

Are program graduates eligible to sit for a state license, certification, or other credentialing examination?	___X_____Yes _____No

If yes, what is the name of the credentialing examination? Speech Language Pathology Praxis
Full Credential Name: Certificate of Clinical Competence
Credentialing Issuing Agency and State: American Speech Language Hearing Association
Programmatic Accreditation: American Speech Language Hearing Association, Commission on Academic Accreditation
Expires: 2024

_____ If this item is checked, the Student(s) will be considered paid employees of Host and terms and conditions attached to this Exhibit A as Attachment 2 shall apply to this Agreement and be binding on the parties.

IN WITNESS WHEREOF, the parties have cause this Exhibit A to be executed by their duly authorized officers or delegates, as of September 15, 2020

JEFFERSON SCHOOL DISTRICT

Dr. James Bridges, Superintendent
Name and Title

_____ _____
Signature Date

UNIVERSITY OF THE PACIFIC

_____
Name and Title

_____ _____
Signature Date