

**Affiliation Agreement
between the Sylan Unified School District
and the University of the Pacific**

This Affiliation Agreement ("Agreement") is entered into this 18th day of April, 2018 ("**Effective Date**"), by and between Sylan Unified School District ("**Host**") and the University of the Pacific ("**Pacific**").

WHEREAS, Pacific through its Gladys L. Benerd School of Education has accredited teacher credentialing and graduate-level degree programs in Education (including, without limitation, Curriculum and Instruction, Educational Administration and Leadership, and Educational and School Psychology) and desires to provide onsite Student Placement (defined below) experience, training and support at the Host's facilities for its students enrolled in this curriculum who need a hosted Student Placement experience. Note: "Student teacher interns" can be considered year-long paid positions while a Student is earning his/her credential when the student-teacher will be the classroom teacher of record. Student teachers can also be 1 semester/term and unpaid. Some revisions will be needed for paid positions or if students are provided stipends by the Host (for living expenses, etc.) and where the students are administrative services credential interns (who are still completing their credentials and being supervised by University personnel).

WHEREAS, Host recognizes the need and desires to aid in the educational development of Pacific's students and is willing to make its employees and premises available for Pacific students to participate in Student Placements.

WHEREAS, it is for the mutual benefit of both parties that they hereby agree to provide on-site Student Placement opportunities to certain Pacific students in the Benerd School of Education who are seeking a **California teaching credential/pupil personnel services placement/internship, and other certificate/degree/preliminary administrative services credentials**, we enter into this Agreement to provide the candidates with Student Placement opportunities that lead to the candidates obtaining a **student teacher/administrative preliminary credential/internship or pupil personnel services credential**.

WHEREAS, the Student Placements under this Agreement ("**Program**") will be performed at the Host facility or facilities identified in **Exhibit 1**; and

WHEREAS, Host faculty/administrators will supervise and mentor the students participating in the Program ("**Students**") for the duration of the Program; and

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

1. Program Description. The Program is further described in **Exhibit 1** (Program Description) attached hereto and by this reference incorporated herein. For purposes of this Agreement, the term "Student Placement" encompasses Pacific students, student teachers, student teacher interns, preliminary administrative services credential students, and other interns completing field work experience. The term "student teacher intern" means a student teacher working on a credential in a certificated position. Except as expressly provided in this Agreement or in any subsequent amendment hereto, no monetary obligation on the part of Pacific 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. Pacific Responsibilities and Understandings

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

(b) Pacific shall be responsible for the academic content of the Program and shall provide necessary instruction and academic supervision and award academic credit, if any. Pacific 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) Pacific shall comply with applicable accrediting agencies' standards and guidelines.

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

- (i) Each Student must be enrolled at Pacific and have the requisite academic background, as determined by Pacific in its reasonable discretion, for participation; and
- (ii) Host and Pacific shall agree on the number of Students who may be allowed to participate at one time.

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

(f) Pacific shall notify Host of Student Placements, including the name of the Student, level of academic preparation, and length and dates of proposed participation in the Program.

(g) Pacific shall require each Student to conform to the health examination and background check requirements and standards of State and Federal laws and regulations, which include submission of a negative tuberculosis screening test prior to commencing a Student Placement.

(h) As further described in **Exhibit 1** to this Agreement, Pacific faculty will determine reasonable criteria for Student evaluations. Dymaneke Mitchell, Associate Dean for Accreditation and External Programs, is the designated Pacific program liaison who will monitor the Students' instruction and experiences that occur under this Program and shall be available for conference or assistance as needed by Host during the Program.

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 Pacific's 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.

(e) Host shall ensure that Students are familiar with and observe 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 functions of the Student Placement experience.

(g) Pacific 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 Pacific 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) Host shall provide educational learning experiences (including opportunities for professional development) which are planned, organized, administered, and supervised by qualified staff in accordance with mutually agreed upon educational objectives and guidelines to help prepare Students for future careers in their fields of study.

(k) 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, they shall not be considered employees or contractors of the Host while participating in the Program, and shall not be used to replace School personnel.

4. Joint Responsibilities of Pacific and School

(a) The parties shall coordinate the planning, scheduling, requirements, and evaluations of Students who participate in the Program. Schedules and Student assignments shall be developed to enhance the goals, objectives and missions of both Host and Pacific. Each party's final examination and vacation schedules will be honored by the parties.

(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.

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 such records pursuant to applicable law.

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

(c) In order for Pacific and the Host to jointly monitor the Student's performance in the Program, all Students shall, as a condition to their placement, execute a "Release of Records" (Exhibit 2) which allows the Host and Pacific to share information that may otherwise be protected from disclosure as an educational record (and/or an employment record) to the extent the information relates to the performance of the Student in the Program. Failure to execute the "Release of Records" shall make the Student ineligible for placement with Host.

(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 so long as an appropriate Release of Records has been obtained.

6. Insurance. Both parties during the term of this Agreement will provide at their sole cost and expense Commercial General Liability insurance in the amount of one million per occurrence (\$1,000,000) and two million aggregate (\$2,000,000). Upon request, each party will provide the other with evidence of such insurance. By virtue of this Agreement, Pacific does not assume any liability under any law relating to workers compensation on account of any act of any Student performing any activity related to or arising out 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. Neither party's employees nor 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 terminate five (5) years thereafter, unless earlier terminated or extended as provided herein. The Agreement may be renewed for up to two (2) subsequent one (1) year terms upon the mutual agreement of the parties in writing. 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. Host agrees to return any Pacific property to Pacific 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.

11. Nondiscrimination. With respect to the parties' obligations under this Agreement, the parties agree not to discriminate in employment, academic programs, or the provision of services on the basis of race, color, religion, ancestry, national origin, age (over 40 years), sex, sexual orientation, marital status, medical condition, disability or any other basis protected by federal, state, or local ordinance or regulation. Host shall comply with applicable state of California and federal laws and regulations governing reasonable accommodations and the Americans with Disabilities Act.

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 Pacific, however Host or Pacific may terminate the participation of any Student, who, at the determination of Host or Pacific does not comply with the Program requirements or applicable rules or regulations of Host, Pacific, 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 Dr. Dymaneke Mitchell, Associate Dean, at dmitchell@pacific.edu or 209-946-2556 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 Pacific: ATTN: Dr. Vanessa Sheared, Dean
University of the Pacific, Stockton
Gladys L. Benerd School of Education
3601 Pacific Ave. ,Stockton, CA 95211
Phone: 209-946-2680
Email: vsheared@pacific.edu

If to Host: Sylvan Unified School District
605 Sylvan Ave Modesto, CA 95350
ATTN: Didi Peterson, Principal
dpeterson@sylvan.k12.ca.us
Phone: 209-574-5000

(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 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]

SIGNATURE PAGE
Affiliation Agreement
between the Sylvan Unified School District
and the University of the Pacific

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

Sylvan Unified School District,



By:
Its:
Address:

By:
Its:
Address:

Telephone:
Fax:

Telephone:
Fax:

UNIVERSITY OF THE PACIFIC



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Dean
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