

Speech-Language Pathology Assisting Department - 306 NE Norton Lane McMinnville, OR 97128
Phone: 503.589-7815 - Fax: 503. 584-7546 E-Mail: ashley.northam@chemeketa.edu

Practicum Agreement
Speech-Language Pathology Assisting Program

Contract No:10638200

1) Parties to the Contract

This Contract is by and between Chemeketa Community College hereafter known as College, and **Alameda Unified School District** hereafter known as Contractor. College and Contractor may be hereinafter identified individually as the “Party” and collectively as the “Parties”.

2) Recitals

The College has established training programs providing education in Speech-Language Pathology Assisting which require the use of facilities at schools, clinics and other sites for practicum education. Contractor sites provide practicum facilities suitable for the educational needs of the program. Parties agree that mutual benefits will result from ensuring that students have opportunities for practicum education prior to entry employment as speech-language pathology assistants.

3) Purpose of Contract

It is the intention of the Parties to prepare students for positions requiring entry level speech-language pathology assistants. Students are expected to acquire the needed skills through participation with the Parties of this Contract. These skills are further described in Attachment A. Course Outline (Attachment A). Specific student assignments shall be made according to a separate student practicum site agreement attached as Attachment B. Site Agreement (Attachment B). Attachment A and Attachment B are attached hereto and incorporated herein by this reference.

4) Consideration

The Parties enter into this Contract in consideration of the mutual benefits and obligations herein.

5) Term and termination

- a) This Contract shall be effective upon signature by both Parties and shall continue through June 30, 2027 unless earlier terminated or later extended as provided herein.
 - i) This agreement shall be automatically renewed in one year increments from the original expiration date of the Contract or successive renewal periods thereafter, unless either Party notifies the other of its intention not to renew, in writing, not later than 30 days prior to the expiration date of the Contract or Contract renewal period.
- b) This Contract may be terminated by mutual consent of both Parties at any time or by either Party upon 180 days’ notice, in writing, and delivered by email, mail or in person.
- c) Either Party may terminate this agreement upon the other’s material breach of any of its terms, by giving written notice to the Party in breach at least 60 days in advance of the effective date of termination.
 - i) Cure of the breach by the Party in breach within the 60-day period shall void the notice of termination.
- d) Either Party may terminate this Contract effective upon delivery of written notice to the other Party, or at such later date as may be established by either Party under any of the following conditions:
 - i) If federal or state regulations or guidelines are modified, changed, or interpreted in such a way that the services are no longer allowable or appropriate under this Contract;
 - ii) If any license or certificate required by law or regulation to be held by Contractor or College to

- provide the services required by this Contract is for any reason denied, revoked, or not renewed; or
- i) If funding from federal, state, or other sources is not obtained or continued at levels sufficient to allow for the continuation of services, this Contract may be modified or terminated accordingly.
 - a) Any such termination of this Contract shall be without prejudice to any obligations or liabilities of either Party already accrued prior to such termination.

6) Under the terms of this Contract the College shall

- a) Assume full responsibility for offering an approved educational program;
- b) Provide sustained general supervision for all students and the overall coordination of training activities;
- c) Provide and plan for initial orientation and subsequent opportunities for participating College faculty and Contractor site personnel to discuss and evaluate the practicum students;
- d) Assume responsibility for all student records;
- e) Assure that the established course outline is followed;
- f) Respect the confidential nature of student and Contractor site records;
- g) Provide Workers' Compensation Insurance coverage in the amount of \$500,000 per occurrence for registered students "on-site." Maintain, in the amount of \$1,000,000 per occurrence and \$3,000,000 in the aggregate, professional and general liability insurance for College and College's students participating in practicum placement and provide Contractor with a certificate of insurance evidencing the coverage required by this Contract upon request;
- h) Indemnify, defend and hold harmless the Contractor its officers, directors, employees and members of its staff who participate in the speech-language pathology assistant program offered through College at the Contractor's site from and against all claims, damages, losses and liabilities arising from the acts or omissions of College or College's faculty or students with respect to the speech-language pathology assistant program offered at the Contractor's site;
- i) Provide students and instructors with training about federal HIPAA regulations and any and all applicable ORS or OAR which implement HIPAA regulations;
- j) Require students and faculty to review the institutions HIPAA guidelines prior to their assignment and to use its protocols during their clinical rotation at the Contractor sites;
- k) Ensure that students assigned to the Contractor site meet both College and Contractor site standards of health and have the academic ability to profit from the experience;
- l) Schedule and assist in evaluation conferences;
- m) Ensure that the established course outline is followed; and
- n) Ensure that students will have passed a criminal background check prior to assignment to the Contractor site pursuant to Oregon Administrative Rules 409-030-0100 to 409-030-0220.

6) Under the terms of this Contract the Contractor shall

- a) Provide practicum facilities, supervision, and guided work experience;
- b) Maintain approved standards of health care practice;
- c) Assist with evaluation of student performance as needed;
- d) Follow established course outline in Attachment A;
- e) Accept students for supervised experience and function as a site for clinical interaction hours;
- f) Provide the minimum clock hours per term of practicum experience required by the program as described in Attachment B; and
- g) Agree not to reimburse any student for services provided under this Contract.

8) Compliance with Family Educational Rights and Privacy Act (FERPA) and College Privacy Policies

- i) Contractor shall maintain the confidence of student educational records in accordance with FERPA, 20 U.S.C. § 1232g; 34 C.F.R. Part 99, OAR 581-021-0220 through 581-021-0440 and OAR 589-004-0100 through 589-004-0750.
- j) Confidential Information. Contractor (and any affiliates, employees and agents to whom it has disclosed Confidential Information) may use confidential information only to fulfill its obligations to College under this Contract, while using reasonable care to protect it. Contractor is responsible for any actions

of its affiliates, employees and agents in violation of this section.

- a) Required Disclosure. Each Party may disclose the other Party's Confidential Information when required by law but only after it, if legally permissible: (1) uses commercially reasonable efforts to notify the other Party; and (2) gives the other Party the chance to challenge the disclosure.
- b) FERPA. The Parties acknowledge that (1) College Data includes FERPA records; Contractor will be considered a "School Official" (as that term is used in FERPA and its implementing regulations) and will comply with FERPA.

9) Compliance with Laws

- a) Contractor certifies that in performing this Contract it will comply with all applicable provisions of the federal, state and local laws, regulations, rules, orders, codes, administrative rules, ordinances, and College policies applicable to the provision of goods and/or services under this Contract, including, without limitation, the provisions of ORS 279A, 279B, 279C; the provisions of: (i) Title VI of the Civil Rights Act of 1964; (ii) Section V of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and the 2008 amendment to the Americans with Disabilities Act; ORS 659A.142 and ORS 659A.400 through ORS 659A.409; (v) the Age Discrimination Act; ORS 659.800 et al, and all amendments of regulations and administrative rules established pursuant to those laws; (vi) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules, and regulations.
- b) Contractor agrees not to discriminate against any client, employee, or applicant for employment or for services, because of race, religion, color, national origin, ethnicity, sex, sexual orientation or identity, veterans status, pregnancy or related conditions, disability, or age with regard to, but not limited to, the following: employment upgrading, demotion or transfer; recruitment or recruitment advertising; layoffs or termination; rates of pay or other forms of compensation; selection for training; rendition of services. It is further understood that any contractor who is in violation of this clause may be barred forthwith from receiving awards of any purchase order, purchase agreement, contract, or similar acquisition instrument, from the College unless a satisfactory showing is made that discriminatory practices have terminated and that a recurrence of such acts is unlikely.
- c) This Contract shall be construed under the laws of the state of California.

10) Subcontractors

Contractor shall identify, and is required to receive prior written approval from College, before the student begins, of all proposed subcontractors which will provide supervision, and guided work experience under this Contract. Although approval shall not be unreasonably withheld, College reserves the right to approve or disapprove all proposed subcontractors.

11) Assignment

Contractor shall not assign or transfer its interest in this Contract without the express written consent of College

12) Notices

All notices and other communication required to be given to a Party under this Contract shall be sufficient if given in writing by email, by first class mail, delivery service, or delivered in person to the contact person(s) listed below:

(13) Contact Persons

College	Contractor
Ashley Northam, MS, CCC-SLP, Chair	Alameda Unified School District
Speech Language Pathology Assistant Program	District Contact Name: Sandy Wong
Chemeketa Community College	Position: Director, Certificated Personnel Email: swong@alamedaunified.org Phone: 510-337-7027
Yamhill Valley Campus	

306 Norton Lane, NE	
McMinnville, OR 97128	
Phone: 503.589-7815	
Email: ashley.northam@chemeketa.edu	

Signatures

Parties concur and agree that this Contract constitutes the entire Contract between the Parties. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Contract. Parties, by the signatures below of their authorized representatives, hereby agree to be bound by its terms and conditions.

This Contract and any changes, alterations or amendments will be effective when approved in writing by the authorized representative of the Parties hereto as of the effective date set forth herein.

In witness whereof, the Parties hereto have caused this Contract to be executed on the date set forth below.

College	Contractor
_____	_____
(Signature) (Date)	(Signature) (Date)
Ashley A Northam, MS CCC-SLP	Print Name: Timothy Erwin
Faculty Chair, SLPA Program	Position: Assistant Superintendent, Human Resources
<p>Chemeketa Community College prohibits unlawful discrimination based on race, color, religion, national origin, sex, marital status, disability, protected veteran status, age, gender, gender identity, sexual orientation, pregnancy, whistleblowing, genetic information, domestic abuse victim, or any other status protected by federal, state, or local law in any area, activity or operation of the College. The College also prohibits retaliation against an individual for engaging in activity protected under this policy, and interfering with rights or privileges granted under federal, state or local laws.</p> <p>Under College policies, equal opportunity for employment, admission, and participation in the College's programs, services, and activities will be extended to all persons, and the College will promote equal opportunity and treatment through application of its policies and other College efforts designed for that purpose.</p> <p>Persons having questions or concerns about Title IX, which includes gender based discrimination, sexual harassment, sexual violence, interpersonal violence, and stalking, contact the Title IX coordinator at 503.365.4723, 4000 Lancaster Dr. NE, Salem, OR 97305, or http://go.chemeketa.edu/titleix. Individuals may also contact the U.S. Department of Education, Office for Civil Rights (OCR), 810 3rd Avenue #750, Seattle, WA 98104, 206.607.1600.</p> <p>Equal Employment Opportunity or Affirmative Action should contact the Affirmative Action Officer at 503.399.2537, 4000 Lancaster Dr NE, Salem OR 97305.</p> <p>To request this publication in an alternative format, please call 503.399.5192.</p>	