

**EMERSON COLLEGE**  
**CLINICAL AFFILIATION AGREEMENT WITH SAN JOSÉ UNIFIED SCHOOL DISTRICT**

This Clinical Affiliation Agreement (including all exhibits, attachments and appendices, the “Agreement”), effective as of June 1, 2024 (the “Effective Date”), is by and between Emerson College (“Emerson”) and San José Unified School District, and its agents, employees, affiliates, invitees, or representatives (collectively, the “SJUSD”). Emerson and Affiliate referred herein individually as a “Party”; collectively, as the “Parties”.

**RECITALS**

**WHEREAS**, Emerson desires to engage SJUSD for the purpose of providing supervised, practical learning experiences in connection with a clinical program (the “Program”) to students of Emerson (each a “Student” and collectively, the “Students”); and

**WHEREAS**, SJUSD is willing to participate in the Program in accordance with the terms and conditions of this Agreement.

**NOW, THEREFORE**, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

**1. Purpose.** Emerson hereby engages SJUSD, and SJUSD hereby accepts such engagement, to participate in the Program pursuant to the terms and conditions set forth herein. The objective of the Agreement is to help the Students learn about, and engage and exhibit as appropriate, the following:

- 1.1 Role and responsibilities of the Student within the practice setting.
- 1.2 Assessments (both formal and informal, direct and dynamic) specific to the populations in that practice setting.
- 1.3 Treatment approaches/techniques that are evidence-based and appropriate for the populations in that practice setting.
- 1.4 Patient/client/family centered education and counseling appropriate to and within that practice setting.
- 1.5 Related disciplines within the practice setting and working collaboratively with patients/families and other team members to ensure an optimal outcome for the client.
- 1.6 Clinical problem-solving across age span, disorder, and setting.
- 1.7 Professional and clinical oral and written communication skills appropriate to that practice setting.
- 1.8 Cultural competency when working with patients/clients/families in all practice settings.
- 1.9 Adherence to ASHA’s Code of Ethics and appropriate ethical behavior.

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**2. Program Structure; Telehealth Program Contingency.**

- 2.1. Emerson and SJUSD agree that in the normal course of business, the Program will be conducted on-site by the Student at the SJUSD location consistent with all ASHA guidelines.

2.2. In the event of (a) a declared emergency by the federal government or the state government in which either Emerson or SJUSD are located, (b) a continued emergency circumstance in the discretion of either Party, or (c) for the health and safety of the Student as determined by either Party (each, an “Emergency Circumstance”), Emerson or SJUSD may determine to restrict or prohibit on-site placement of the Student at Affiliate.

2.2.1. If either Party decides to restrict or prohibit on-site placement of the Student in response to an Emergency Circumstance, Emerson may request that SJUSD permit the Student to engage in the Program remotely using telecommunication technologies (“Telehealth Program”).

2.2.2. If Affiliate agrees to permit a Telehealth Program, the Telehealth Program will be subject to the following terms and conditions:

2.2.2.1. The Telehealth Program will continue for the duration of the time that Emerson is prohibiting on-site placements or until SJUSD allows on-site placements, whichever is later;

2.2.2.2. The SJUSD has or will establish telecommunication capabilities to facilitate telehealth services to its clients for which Students may engage in as part of the Telehealth Program;

2.2.2.3. Any such Telehealth Program shall comply with state licensing and telehealth practice laws as well as ASHA rules (which include compliance with the Council on Academic Accreditation and Council for Clinical Certification), guidelines or recommendations for internship or clinical programs, as either may be modified from time to time in consideration of any Emergency Circumstance;

2.2.2.4. Emerson shall instruct the Student to adhere to all Telehealth Program rules and procedures of the SJUSD made known to the Student, which are necessary for SJUSD to conduct telehealth services in accordance with any applicable laws or regulations; and

2.2.2.5. Student will continue to be covered by Emerson’s professional liability insurance as set forth in this Agreement for the duration of such Telehealth Program.

2.3. If SJUSD permits a Telehealth Program in accordance with Section 2.2.2, the Parties will work cooperatively in close consultation to help facilitate the Telehealth Program for the Student. Accordingly, all references to “Program” in this Agreement will mean the “Telehealth Program” as herein defined and the terms of this Agreement will continue to apply in full force and effect to any such Telehealth Program as it would to the Program, provided such terms are not inconsistent with Section 2.2.

2.4. If SJUSD does not permit a Telehealth Program in accordance with Section 2.2.2 of this Agreement, either Party may terminate the Agreement immediately upon written notice to the other Party.

2.5. Affiliate recognizes that during the time of the COVID-19 pandemic or other Emergency Circumstance, there may be increased risk to a Student, employees of SJUSD, or individuals served by SJUSD as a result of or relating to the Student’s in-person placement. Nevertheless, if (i) the Parties do not restrict or prohibit on-site placement pursuant to Section 2.2.1, and (ii) SJUSD and Student agree to pursue the on-site placement, then Emerson and Student will execute appropriate waivers for the Student to participate in the on-site placement. SJUSD acknowledges that Emerson may restrict or prohibit such on-site placement and terminate the Agreement if the Student does not execute applicable waivers.

### **3. Responsibilities of Emerson.**

3.1. **Program.** Emerson shall be responsible for all academic and accreditation aspects of the Program. Emerson shall maintain custody and control of all educational records and reports relating to Students' clinical learning experience in the Program. Emerson may withdraw any Student from the Program and/or assignment with SJUSD in Emerson’s sole discretion.

3.2. Policies, Rules & Regulations of Affiliate. Emerson shall instruct Students participating in the Program (and faculty members, if applicable) to abide by the applicable lawful policies, rules and regulations of Affiliate made known to them during the Program.

3.3. Insurance. Emerson shall ensure that it maintains the following insurance with an AM Best rating of A-VII or better: (a) professional liability insurance covering students, interns and professional staff members in the amount of two million dollars (\$2M USD) per claim and four million dollars (\$4M USD) in the aggregate, and (b) general commercial liability insurance covering personal or bodily injury and property damages in the amount of one million dollars (\$1M USD) per occurrence and three million dollars (\$3M USD) in the aggregate.

3.4. Vaccinations. If requested by Affiliate, Emerson shall advise Students of their obligation to provide at their own expense, evidence of vaccinations, as applicable.

3.5. Background Checks. For each Student Teaching/Clinical Practice Candidate, Emerson shall cause to be performed a criminal background check that complies with the minimum requirements set by the State of California. Prior to a Student Teaching/Clinical Practice Candidate beginning their student teaching experience, Emerson shall review the results and exclude from participation any candidate whose background check would preclude the candidate from serving in the planned student teaching experience. Additionally, all Student Teaching/Clinical Practice candidates will be required to obtain and maintain a valid and current Certificate of Clearance from the CTC before beginning their student teaching experience and for the duration of their student teaching experience

3.6. Health Insurance. If requested by Affiliate, Emerson shall ensure that each Student participating in the Program is covered by health insurance.

3.7 Video Policy. Any videotaping of teaching can only be conducted with the express written consent of the principal of the SJUSD school site. All video recordings shall be conducted within the rules and policies set by the SJUSD.

#### **4. Responsibilities of Affiliate.**

4.1. Program Opportunities and Activities. SJUSD shall appoint an individual to supervise each Student (the "Student Supervisor"). SJUSD shall provide to Students opportunities for suitable clinical learning experiences and supervision consistent with the Program's curriculum and objectives, and shall complete such records and reports necessary for the conduct and evaluation of Student's participation in the Program. Upon request by the Student, SJUSD shall provide the Student with documentation or other information as required for the Student's submission to applicable licensing bodies or agencies.

4.2. Emergency Care. SJUSD acknowledges Emerson's interest in ensuring its Students receive medical care during an emergency at SJUSD, and SJUSD shall make emergency medical care available to Students at Student's expense in case of accident or illness and shall promptly notify Emerson of such medical care.

4.3. Withdrawal. SJUSD reserves the right to withdraw any Student or, if applicable, a faculty member of Emerson, from the Program with SJUSD if (i) the achievement, progress, adjustment, or health of such person does not warrant continuation in the Program; or (ii) the behavior of such person fails to conform to the applicable policies, rules or regulations of SJUSD. Except in unusual circumstances, SJUSD shall make reasonable efforts to consult with Emerson before withdrawing any Student.

4.4. Insurance. SJUSD shall ensure that it maintains (i) comprehensive commercial general liability

insurance for personal or bodily injury and property damages of not less than one million dollars (\$1M USD) per occurrence and three million dollars (\$3M USD) in the aggregate and professional liability insurance in amounts, in each case, of not less than two million dollars (\$2M USD) per claim and four million dollars (\$4M USD) in the aggregate; or (ii) a program of self-insurance reasonably satisfactory to Emerson, in both cases covering the employees, officers, directors, agents and representatives of SJUSD. Evidence of such insurance or self-insurance reasonably satisfactory to Emerson shall be provided to Emerson upon request. Such insurance shall not be canceled without thirty (30) days' prior written notice to Emerson.

- 4.5. **Indemnification.** Each Party (the "Indemnifying Party") agrees to defend, indemnify and hold harmless the other Party, its corporations, trustees, officers, employees, faculty, Students, representatives and agents (collectively, the "Indemnitees") from and against any and all claims, demands, suits, settlements, damages, losses, obligations, liabilities, costs and expenses, including, without limitation, reasonable attorneys' fees and expenses (collectively, "Losses") of any kind or nature paid or incurred by, imposed on, or asserted against the Indemnitees relating to, arising out of, directly or indirectly, or in connection with the Indemnifying Party's breach of this Agreement and/or negligence or willful misconduct related in any way to this Agreement or the Program; provided that the Indemnifying Party's maximum aggregate liability under this provision shall not exceed the applicable limits on insurance coverage or benefits set forth in this Agreement.

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## **5. Term and Termination.**

- 5.1. The term of this Agreement ("Term") shall be five (5) years commencing on the Effective Date, July 1, 2024 and shall expire June 30<sup>th</sup> 2029 unless earlier terminated as set forth herein.
- 5.2. This Agreement may be terminated at any time with or without cause by either Party upon sixty (60) days' written notice; *provided, however*, that such notice shall not impair the activities of the Students then at the SJUSD and participating in the Program.
- 5.3. In the event of a material breach of this Agreement by either Party, the other Party may terminate this Agreement immediately upon written notice.
- 5.4. Notwithstanding the on-going nature of this Agreement, Emerson is not obligated to place a Student with SJUSD, and SJUSD is not obligated to accept a placement of a Student. Both placement and acceptance are at the complete discretion of the respective Party. Each student placement will be memorialized by a Student-Supervisor Agreement signed by both the Student and the SJUSD's Student Supervisor.

6. **Education Records.** If SJUSD obtains student "education records" as defined by the Family Educational Rights and Privacy Act ("FERPA") (20 U.S.C § 1232g; 34 C.F.R. § 99.3), SJUSD acknowledges that SJUSD is receiving such education records as an agent of Emerson and agrees to comply with FERPA with respect to such records. This section shall survive any cancellation or termination of this Agreement.

7. **Confidentiality.** The Parties agree to keep all non-public information shared between them, including but not limited to personal information about Students (including background checks, if any) and FERPA "education records," strictly confidential. This section shall survive any cancellation or termination of this Agreement.

8. **Status of the Parties.** Each Party to this Agreement shall be considered an independent contractor and this Agreement shall not create a relationship of a joint venture, employer and employee, principal and agent and the like. In no case shall Students in the Program replace or be deemed to be employees of SJUSD. All Students participating in the Program shall be, at all times, unpaid externs of SJUSD without expectation of or entitlement to compensation or employment benefits from SJUSD, including, without limitation, workman's compensation insurance benefits.

9. **No Discrimination.** In connection with the Program, neither Party shall discriminate against any person on the basis of gender or sex (including pregnancy), gender identity or expression, race, color, religion or religious creed, sexual orientation, national origin, ancestry, disability or handicap, age, genetics, marital status, veteran status and any other category protected by federal or state law, including but not limited to Title IX of the Education Amendments Act of 1972.

10. **Compliance with Policies.** SJUSD understands that the Students in the Program are subject to and protected by Emerson policies on academics and conduct. SJUSD agrees to cooperate with Emerson’s actions taken or inquiries made pursuant to policies.

11. **Use of Name; Public Disclosure.** Unless Emerson provides prior written approval, SJUSD may not use the name of “Emerson” or any Emerson logo or mark; disclose the terms of this Agreement externally; or communicate with members of the media or otherwise make any public announcement regarding the Program. Notwithstanding the foregoing, SJUSD may disclose the terms of this Agreement as required by law or to comply with a regulatory, accreditation, legal or financial reporting obligation. SJUSD may disclose the terms of this Agreement to legal, tax, or financial advisors. Nothing in this paragraph prevents SJUSD from stating that Students are enrolled in Emerson’s program or from publicizing Students’ placement if Students agree.

12. **Notices.** Any notices permitted or required by this Agreement shall be in writing and deemed made on the day such notices are sent via email, delivery receipt requested, to the other Party at the address set forth below or to such other persons and address as either Party may designate in writing:

If to the Affiliate: **San José Unified School District**  
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\_\_\_\_\_

If to Emerson: Emerson College  
  
120 Boylston St. Boston, MA 02116  
  
Attn: Laura Glufing-Tham  
  
Email: laura\_glufingtham@emerson.edu

With a copy to: Emerson College’s Office of the General Counsel:  
Email: kenneth\_danton@emerson.edu

13. **Assignment.** The Parties bind themselves and their successors, assigns, and legal representatives to the other Party to the Agreement and to the successors and assigns of such other Party with respect to all covenants of the Agreement. SJUSD shall not assign or transfer any rights or obligations of SJUSD under this Agreement without the prior written consent of Emerson.

14. **Governing Law.** This Agreement shall be governed by and interpreted in accordance with the laws of California, without regard to its conflict of law principles. The Parties agree that disputes pertaining to this Agreement must be brought in state and federal courts in the California and will not contest venue or jurisdiction in those courts.

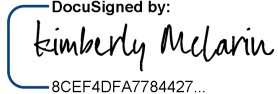
15. **Entire Agreement; Amendment; Waiver.** This Agreement and the exhibits attached hereto in this Agreement set forth the entire understanding between the Parties hereto regarding the subject matter hereof and may not be amended except by an instrument in writing signed by both Parties. Neither the failure nor delay by either Party to exercise any right, remedy, power or privilege under this Agreement shall operate or be construed as a waiver thereof, nor shall any waiver with respect to any occurrence be construed as a waiver with respect to any other occurrence.

*<signature page to follow>*

**IN WITNESS WHEREOF**, the Parties hereto have caused this Agreement to be executed by their respective duly authorized representatives as of the Effective Date.

**EMERSON COLLEGE**

**SAN JOSÉ UNIFIED SCHOOL DISTRICT**

By: 8CEF4DFA7784427...

By:

6/6/2024

Title: Interim Dean of Graduate & Professional Studies

Title: Director of Procurement

Name: Kimberly McLarin

Name: Tracy Morrison

