

**PACIFIC UNIVERSITY
OCCUPATIONAL THERAPY EDUCATIONAL AGREEMENT**

This agreement is entered into by and between _____, ("Facility") and PACIFIC UNIVERSITY, an Oregon Corporation (hereinafter "University").

In order to establish their respective rights, covenants, and obligations in connection with University's use of Facility as an educational facility for its occupational therapy students, the parties agree as follows:

I. RESPONSIBILITY OF THE UNIVERSITY

- A. The University will designate a coordinator for the students educational experiences who shall maintain on-going communication with the Facility.
- B. The University will establish objectives for the experience, responsibilities of the students, and provide this and other information regarding the curriculum to the Facility.
- C. The University will schedule students for these experiences in collaboration with the Facility and shall follow accepted nondiscriminatory practices. The University shall schedule only those students who have successfully completed all pre-requisites.

II. RESPONSIBILITY OF THE STUDENT (All students must assume the following responsibilities in order to participate in the designated Facility educational experience.)

- A. University students will abide by all rules and regulations of the _____ Facility during their educational experiences.
- B. University students will ensure that they have completed any health screening and/or immunization required by the Facility and will provide, upon request, appropriate documentation.
- C. University students will assume full responsibility for their health status and will assume costs for any emergency health care incurred while performing her/his duties.
- D. University students will ensure current status for CPR certification, First Aid, Criminal History Check, Immunizations and any other requirements of the Facility. Students will provide appropriate documentation, upon request, to the Facility.

III. RESPONSIBILITY OF THE FACILITY

- A. The Facility will provide a planned, supervised program by qualified and competent personnel ("on-site supervisors"). Facility supervisors agree to assess the students performance and complete any evaluation reports provided by the University.
- B. The Facility will provide the University and the student with documentation regarding the educational experience requirements, site specific objectives, expectations, and general information regarding the Facility.
- C. The Facility will notify the University in the event of difficulties in resolving issues related to the student's educational experiences.
- D. The Facility reserves for itself the right to remove immediately any University student who engages in unethical behavior, endangers a patient, or refuses to comply with requests of the facility supervisory staff. Facility will immediately notify University of such action.
- E. The Facility will in all cases have responsibility for the services provided by the facility. Student participation at the Facility is regarded primarily as an educational experience; therefore, students may not be an employee of the Facility during their educational experience.

IV. COMPENSATION

Neither party shall compensate the other nor demand compensation from the other for the performance of its obligations under this Agreement, nor shall the Facility be required to compensate the students or the University for any benefits it may receive from the students participation in the program.

V. INDEMNITY AND INSURANCE

- A. Each party shall obtain and provide its own insurance, including but not limited to professional liability, and general liability insurance. The University has obtained liability insurance, including general, professional and auto in amounts of at least \$1,000,000 per occurrence, and \$3,000,000 aggregate. This insurance will cover the students for professional liability resulting from their acts and/or omissions while engaged in their campus community partnership placement.

VI. TERM

This Agreement shall be effective from _____ through _____.
(date) (date)

VII. NOTICES

A. In accordance with the University policy, "Privacy Rights of Students", the School of Occupational Therapy may not release any information regarding a student without written consent of the student.

B. Any notices to be given by either party shall be in writing, and shall be deemed given when placed in the United States Mail, postage prepaid, registered or certified mail, return receipt requested.

VIII. MISCELLANEOUS

A. This agreement constitutes the entire agreement between the parties, and supersedes any other agreements, whether written, oral or otherwise, between them regarding the same subject matter. This Agreement may not be modified nor may any of its terms be waived, including this paragraph, except in writing executed by both parties.

B. This Agreement may not be assigned, except with the written consent of the other party.

Executed this _____ day of _____, 20____.

FACILITY
City, State

PACIFIC UNIVERSITY
an Oregon Corporation

BY: _____

BY: _____

TITLE: _____

TITLE: John White, PhD, OTR/L
Program Director
School of Occupational Therapy

Notice of Nondiscrimination Policy

It is the policy of Pacific University not to discriminate on the basis of sex, disability, race, color, national origin, sexual orientation, age, or disabled veteran or Vietnam Era status, in admission and access to, or treatment in employment, educational programs or activities as required by Title IX of the Educational Amendments of 1972, section 504 of the Rehabilitation Act of 1973, Title VI of the Civil Rights Act of 1964, the Age Discrimination Act, the Americans with Disabilities Act of 1990, and their implementing regulations. Questions or complaints may be directed to the Vice President of Academic Affairs or Provost, 2043 College Way, Forest Grove, Oregon 97116. (503) 357-6151