

Walgreens Retail Experiential Learning Program

This Agreement entered into this 1 day of August, 2010, by and between the Chabot-Las Positas Community College District (hereinafter referred to as "District") and Walgreens Co. (hereinafter referred to as "Walgreens").

WITNESSETH:

WHEREAS, the parties to this Agreement understand that the training at Walgreens and the opportunity to obtain practical retail experience is for the benefit of the trainees; the trainees will work under close personal supervision and are not displacing regular employees; Walgreens' is receiving no immediate advantage from the training and, occasionally, Walgreens' operation may be less efficient, the trainees' training with Walgreens will end upon the conclusion of their participation in the Pharmacy Technology program; the trainees are not entitled to a job at the conclusion of the training period; and all parties, including District, Walgreens and the trainees, understand that the trainees and District management are not Walgreens' employees for any purpose and are not entitled to wages and /or benefits for the time spent in training.

WHEREAS, District and Walgreens agree that there shall be no monetary consideration paid by either party to the other, it being acknowledged that the program provided hereunder is mutually beneficial. The parties shall cooperate in administering this program in a manner which will tend to maximize the mutual benefits provided to District and Walgreens.

WHEREAS, District and Walgreens acknowledge an obligation to contribute to the training of the trainees; and

WHEREAS, it is to the benefit of both parties that trainees have practical training opportunities; and

WHEREAS, it is a fundamental responsibility of both District and Walgreens to maintain a cooperative relationship with a mutual obligation of enriching training and providing quality customer service; and

WHEREAS, both parties desire to reach an agreement for their separate and mutual responsibility:

THEREFORE, in consideration of their mutual interest, the parties hereby agree:

1. District:

a. Is the employer of the trainees' and primarily responsible for its employees/trainees learning experiences and will provide its management sufficient support to effectively implement the Retail Experiential Learning Program.

- b. Will provide its employees/trainees with objective guidelines and a telephone number to the supervisors and preceptors working with the Retail Experiential Learning Program.**
- c. Will ensure that its employees/trainees and management become familiar with and adhere to Walgreens' standards, procedures, and code of ethics prior to the beginning of their practical assignment.**
- d. Will instruct all of its employees/trainees assigned to Walgreens with regard to compliance with all of its rules, regulations, policies, procedures, including but not limited to those relating to the confidentiality of patient records and information and to the responsibility and authority of Walgreens personnel over patient care and administration. District shall instruct all of its employees/trainees that proper attire must be worn at all times in the store.**
- e. Will furnish Walgreens with a schedule of dates and hours for practical experience, as well as a list of names and telephone numbers of participating employees/trainees and management.**
- f. Will meet the designated Walgreens personnel for discussions and evaluation of the Retail Experiential Learning Program.**
- g. Will ensure that both the employees/trainees and management are covered by liability insurance through District as further described in paragraph 4 herein.**

2. Walgreens will:

- a. Maintain the standards, which make it eligible for approval as a practical environment for trainee instruction.**
- b. Permit trainees to use its retail store facilities for trainee learning experiences.**
- c. Assume responsibility for the management of the trainee activities. Trainees will not replace staff or give service apart from its training value.**
- d. Assist in orienting the trainees in providing them with a thorough understanding of the practice field.**
- e. Meet with designated District management members of the Retail Experiential Learning Program as necessary to discuss and evaluate trainee program.**
- f. Provide access to medical records for training use, subject to Walgreens' rules regarding patients' privacy, and provide appropriate reference materials and procedures to trainees when necessary.**

g. If, in the sole discretion of Walgreens, a trainee or District management member is detrimental or disruptive to its operation, Walgreens may deny the trainee or District management member access to its facilities.

3. District management and employees/trainees who become injured or ill while at Walgreens shall not be employees of Walgreens for the purpose of workers' compensation benefits, disability, or any similar payments for such injuries.

4. District agrees to hold harmless and indemnify Walgreens against any liability, claims, damages, lawsuits, including all costs and expenses incurred in defending any claim which may arise as a result of any actions or inactions of the District management and/or employees/trainees in this program.

District agrees to obtain and maintain during the term of this agreement a general liability policy covering said employees/trainees and its management. A certificate of insurance in the amount of \$1,000,000 from the insurance carrier shall be provided to Walgreens upon request.

5. Walgreens agrees to hold harmless and indemnify District against any liability, claims, damages, lawsuits, including all cost and expenses incurred in defending any claim which may arise as a result of any action or inaction of Walgreens or its employees or agents. Walgreens agrees to obtain and maintain during the term of the Agreement a general liability policy covering Walgreens.

6. The parties agree that there will be no discrimination based on race, religion, creed, sex, disability, age, or national origin, in any of their policies, practices or procedures.

7. This agreement may be amended with the written mutual consent of both parties.

8. This agreement shall be effective as of August 18, 2010, and shall continue thereafter for five (5) years until terminated by either party upon thirty (30) days' written notice of termination.

Walgreens Co. Representative Signature

Program Representative Signature

Kathleen Wilson-Thompson

Print Name

Lorenzo Legaspi

Print Name

Sr. Vice President & Chief Human Resource Officer

Title

Vice President Business Services

Title

District Representative Name

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District Representative Title

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Date

Date