AGREEMENT BETWEEN

NOVA SOUTHEASTERN UNIVERSITY, INC.

AND

JEFFERSON SCHOOL DISTRICT

THIS AGREEMENT is entered into by and between **NOVA SOUTHEASTERN UNIVERSITY, INC.**, a Florida not for profit corporation (the "University"), whose address is 3200 South University Drive, Fort Lauderdale, Florida 33328, and **JEFFERSON SCHOOL DISTRICT** (the "District"), whose address is 1219 Whispering Wind Drive, Tracy, CA 95377. The UNIVERSITY is entering into this Agreement on behalf of its Program in Speech Language Pathology (individually, a “Program” and collectively, the “Programs”).

WHEREAS, the University offers educational programs for the development of speech-language pathologists, physical therapists, occupational therapists, school counselors, and teachers and has responsibility for the training of students who require clinical education, fieldwork or student teaching experiences to complete their professional development; and

WHEREAS, the DISTRICT is willing to provide University students with clinical education, fieldwork or student teaching opportunities (“Internships”) for training at District schools.

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants and agreements herein contained, the parties agree as follows:

1. RESPONSIBILITIES OF THE UNIVERSITY

A. The University shall assign certain students to the District for purposes of Internships as part of the Program at District. All assigned students shall have completed the prerequisite didactic portion of the Program.

B. The University shall orient District teachers to University’s Program, pertinent course objectives, and any forms to be completed. The University shall provide supervising teachers with forms or access to online format used for student evaluations.

C. The University shall inform the students that they must comply with applicable District policies and procedures and all health or other requirements prior to beginning an experience in a District school.

D. The University shall ensure that students undergo a Level II Background Check.

E. The University agrees to maintain, for itself, its faculty, and the student, commercial general liability insurance in limits no less than $1,000,000 per occurrence/$2,000,000 annual aggregate and professional liability insurance (for healthcare students) with limits no less than $1,000,000 per claim/$3,000,000 annual aggregate. The professional liability insurance shall remain continuously in effect (through prior acts coverage in renewal policies, tail coverage or otherwise) during the period of the applicable statute of limitations. Such coverage may be afforded by commercial insurance, self-insurance, a captive,

or some combination thereof. A certificate of insurance evidencing said coverage shall be provided to the District upon request.

F. The University shall inform its students that they must maintain the confidentiality of the education records of District students.

2. RESPONSIBILITIES OF THE DISTRICT

A. The District shall orient students to the assigned District school and introduce key personnel, and to its applicable rules, regulations, policies and procedures.

B. The District shall designate an employee as liaison who will work with the University's liaison to coordinate the Internship experience. District shall designate qualified and licensed employees in similar fields of students ("Supervising Teachers") as to supervise the student's Internship supervising teachers. Supervising Teachers shall have the following responsibilities as they relate to the students:

i. Meet with the student on the first day of the Internship to (i) review educational objectives for the Internship, (ii) assign the work schedule, and (iii) tour the school and review relevant District policies and procedures.

ii. Introduce students to key and auxiliary personnel at the DISTRICT school.

iii. Provide instruction and give assignments in accordance with the University's course objectives, and the availability of District students and other District resources. Student assignments should be relevant to the experience and may include self-study and library research of clinical or educational topics.

iv. Provide each student with opportunities to practice clinical or teaching skills in the classroom. Such experience shall include, but not be limited to, (i) eliciting District student histories, (ii) performing examinations and evaluations of District students, (iii) entering permissible school record entries (such entries to be denoted as entered by a student, e.g., " SLP Student" and countersigned by designated supervising teacher, and (iv) establishing educationally relevant goals and IEP plans, conducting appropriate treatments/interventions or educational instruction, and discharge planning, as appropriate.

v. Provide each student with frequent feedback on his/her clinical or teaching, and professional performance, formally review each student's progress by meeting to review evaluations at mid-Internship and during the last week of the Internship, and complete and sign all evaluation forms provided by the University. The District may keep a copy of the evaluation only with the student's written consent.

C. Make available its classrooms, library, cafeteria (at the student's expense),a and parking, to students while they are assigned to a District school.

D. The District shall permit the University's Program faculty to visit the District school during the Internship for purposes of ascertaining that the University's educational objectives for each student's Internship are being met.

E. The District shall also permit representatives of the University's accrediting bodies to visit the District schools used for Internship experiences upon providing reasonable prior written notice.

F. The District shall be responsible for providing or arranging for emergency care and first aid to students in the event of injury or illness occurring during Internships at District schools. The student is responsible for the cost of any emergency care received. During the Internship, students shall be required to maintain medical insurance at their own expense.

G. During the term of this Agreement, the District represents and warrants that it: (Initial one of the below)

_____ Maintains general and professional liability insurance or self insures (for itself, its employees and agents) in amounts no less than One Million Dollars ($1,000,000) per occurrence and Three Million Dollars ($3,000,000) annual aggregate. A certificate of insurance or official letter evidencing said coverage shall be provided to the University at time of execution of this Agreement and renewals of said coverage. If insurance is through a claims-made policy, the professional liability insurance shall remain continuously in effect (through prior acts coverage in renewal policies, tail coverage or otherwise) during the period of the applicable statute of limitations.

_____ District certifies that it is self-insured pursuant to the provisions of §768.028, Florida Statutes, for tort liability in anticipation of any claim which it, or its agents, employees or contractors might be liable to pay pursuant to that section. Workers' compensation coverage is also self-insured at levels conforming to statutory requirements. The District shall provide an official letter to the University evidencing these coverages. The District will promptly notify the University of any cancellation or reduction in coverage. To the extent specifically by law and subject to Section 768.28, Florida Statutes, the District shall indemnify and hold the University harmless from any loss, claim, or damage arising out of the acts or omissions of the employees or staff of the District, except for any such loss, claim, or damage arising out of the negligent acts or omissions of the University or taken or made by any party at the direction of University personnel. Nothing herein shall be deemed a waiver by the Board of its sovereign immunity rights under the laws of the State of Florida.

H. The District shall comply with the applicable provisions of the Family Educational Rights and Privacy Act of 1974, 20 USC 1232 (g), otherwise known as FERPA or the Buckley Amendment, and shall take all measures necessary to ensure the confidentiality of any and all information in its possession regarding the University's students who train at District schools pursuant to this Agreement.

3. <u>HIPAA REQUIREMENTS</u>

The parties agree to comply with the Health Information Technology for Economic and Clinical Health Act ("HITECH Act"), Health Insurance Portability and Accountability Act of 1996, as codified at 42 U.S.C. Section 1320d ("HIPAA") and any current and future regulations promulgated thereunder, including, without limitation, the federal privacy regulations contained in 45 C.F.R. Parts 160 and 164 ("Federal Privacy Regulations"), the federal security standards contained in 45 C.F.R. Part 142 ("Federal Security Regulations"), and the federal standards for electronic transactions contained in 45 C.F.R. Parts 160 and 162, all collectively referred to herein as "HIPAA Requirements". The parties agree not to use or further disclose any Protected Health Information (as defined in 45 C.F.R. Section 164.501) or Individually Identifiable Health

Information (as defined in 42 U.S.C. Section 1320d), other than as permitted by the HIPAA Requirements and the terms of this Agreement. The parties agree to make their internal practices, books and records relating to the use and disclosure of Protected Health Information available to the Secretary of Health and Human Services to the extent required for determining compliance with the Federal Privacy Regulations. In addition, the parties agree to comply with any state laws and regulations that govern or pertain to the confidentiality, privacy, security of, and electronic and transaction code sets pertaining to, information related to District students health records. The University may de-identify any and all Protected Health Information for educational purposes created or received by the University under this Agreement, provided, however, that the de-identification conforms to the requirements of the Standards for Privacy of Individually Identifiable Health Information at 45CFR Part 164, Subparts A and E. Solely for the purpose of defining the students' role in relation to the use and disclosure of District's Protected Health Information, the students are defined as members of the District's workforce, as that term is defined by 45 CFR 160.103, when engaged in activities pursuant to this Agreement. However, the students are not and shall not be considered to be employees of District when performing activities in connection with this Agreement.

4. REMOVAL OF STUDENTS FROM THE DISTRICT

Both parties agree that in the event a conduct or performance problem arises related to the Internship of any University student, the District and the UNIVERSITY shall promptly attempt to effectuate a resolution. In the event a resolution of the problem cannot be reached, the District reserves the right to reasonably request withdrawal of any student whose work or conduct is not in full accord with the District's standards of performance, or its policies and procedures. Notwithstanding the foregoing, the District may remove a student without prior consultation with the University if the student poses an immediate threat to the health or safety of District's employees, staff or students, and in any such event, the District shall promptly notify the University in writing of its action and the reasons for removing the University student.

5. RELATIONSHIP

A. Both parties expressly intend that with respect to this Agreement that they shall be independent contractors, and shall have no relationship other than the one provided for herein, and shall receive no other benefits besides those specifically contained herein.

B. It is understood that in no event shall students be compensated fro any services rendered pursuant to this Agreement unless the District requires payment to participating students. Students shall not represent themselves as agents, officers, or employees of the District during Internship experiences. Students shall wear name tags identifying their status as a student with the University. At the same time, it is understood that in no event shall the employees, agents, or staff of the District be considered or represent themselves as agents, employees, or representatives of the University. The District shall at all times maintain responsibility for the education and related services provided to its students, regardless if such instruction or care is provided by University students.

C. Notwithstanding anything to the contrary stated herein, if the student is also a District employee/associate under a separate agreement with the District, such employee/associate shall not be permitted to perform the functions of a student under this Agreement during the District employee's/associate's work schedule. Work-related responsibilities shall not count towards meeting hours towards the Internship requirements.

6. TERM

The term of this Agreement shall be for one (1) year, commencing on **January 1, 2019 and expiring on December 31, 2019,** and thereafter, shall automatically renew for yearly terms; provided, however, that either party may terminate this Agreement at any time by furnishing at least sixty (60) days prior written notice of intent to terminate to the other. Any such termination shall not prevent students then participating in Internships at District schools from completing their assignments at the pursuant to the same terms and conditions of this Agreement.

7. NOTICE

Any and all notices required or permitted hereunder shall be in writing and deemed effective: (i) upon personal delivery with a receipt obtained, (ii) the date of receipt, refusal, or noted as uncollected when sent by certified or registered mail, return receipt requested, postage prepaid, or (iii) the earlier of receipt or two (2) business days after deposit with a nationally recognized overnight delivery service, e.g., Federal Express, to the address set forth below or to such other addresses as a party may designate in writing and provided in accordance with this section.

As to University:	Nova Southeastern University 3200 South University Drive Fort Lauderdale, FL 33328 Attn: Dean, College of Health Care Sciences
As to District:	Jefferson School District 1219 Whispering Wind Drive Tracy, CA 95377 Attn: Director/Manager

8. NO DISCRIMINATION

Neither party will discriminate against any program participant covered under this Agreement because of race, color, religion, national origin, age, disability, status as a disabled veteran, sex, or sexual orientation, nor will either party engage in such discrimination in their employment or personnel policies.

9. ENTIRE AGREEMENT AND MODIFICATION

This Agreement constitutes the entire understanding of the parties with respect to the matters covered herein, and supersedes any prior or contemporaneous agreements, representations or discussions, whether written or oral. This Agreement may only be altered, amended, or modified by a written instrument duly signed by the parties.

10. LAW GOVERNING

This Agreement shall be governed by and construed in accordance with the laws of the state Florida, without regard to its conflicts of law principles. With respect to any action arising

out of this Agreement, the parties accept the exclusive jurisdiction of the state courts in Florida, and agree that venue shall lie exclusively in Broward County, Florida.

11. COUNTERPARTS AND SIGNATURES

This Agreement may be executed in counterparts, each of which will be deemed original, but all of which together shall constitute one and the same agreement. Scanned, photocopied and facsimile signatures shall be deemed original signatures. The parties represent and warrant that the person signing on behalf of the party has authority to sign as its representative.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first set forth below.

JEFFERSON SCHOOL DISTRICT	**NOVA SOUTHEASTERN UNIVERSITY, INC.**
By: _____	By: _____
	Stanley H. Wilson, P.T., Ed.D.
Title: _____	Title: Dean, College of Health Care Sciences
Date: _____	Date: _____