

AFFILIATION AGREEMENT BETWEEN
NOVA SOUTHEASTERN UNIVERSITY, INC.
AND
REDLANDS UNIFIED SCHOOL DISTRICT
(Schools)

THIS AFFILIATION AGREEMENT (“Agreement”) is made by and between **NOVA SOUTHEASTERN UNIVERSITY, INC.**, a Florida not for profit corporation (“NSU”), and **REDLANDS UNIFIED SCHOOL DISTRICT** (“District/School”). NSU is entering into this Agreement on behalf of its educational and professional programs in Education, Speech-Language Pathology, Physical Therapy, Occupational Therapy, School Counseling, School Psychology, Nutrition and Dietetics, and Athletic Training (collectively, the “Program”).

WHEREAS, NSU offers educational and professional programs for the development of teachers, speech-language pathologists, physical therapists, occupational therapists, school counselors, school psychologists, nutritionists, dieticians, and athletic trainers, which require teaching or clinical, fieldwork or practicum experiences to complete their professional development; and

WHEREAS, District/School supports cooperative affiliations with educational institutions and is willing to offer opportunities for NSU students to obtain teaching or clinical, fieldwork or practicum experiences in a school setting (“Internship”).

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

1. **RECITALS.** The foregoing recitals are correct and are incorporated herein.
2. **TERM.** The term of this Agreement shall commence as the date fully executed and continue until terminated as provided for herein (“Term”).
3. **NSU RESPONSIBILITIES.** During the Term, NSU agrees to the following responsibilities:
 - A. Assign an agreed number of students who have completed the prerequisite requirements for the Internship, and provide District/School the names of assigned students prior to the beginning of the Internship.
 - B. Provide District/School with copies of or online access to course objectives and student evaluation and any other forms related to the Internships, and coordinate with District/School as to the length and dates for the Internships.
 - C. Designate a staff member as liaison to District/School who will plan, in conjunction with a liaison from District/School, the educational experiences for Internships that will meet curriculum standards and applicable licensing and accreditation requirements, and who will meet or be available as necessary to discuss the quality of the educational experiences and any problems arising from conducting the program at District/School.

D. Inform students that they must comply with (i) applicable District/School policies and procedures, as well as applicable federal, state and local laws, rules and regulations during the course of the student's participation in the Internship, and (ii) all District/School health and compliance requirements prior to beginning the Internship, such as ensuring that assigned students undergo a Level II background check and have no adverse findings that would preclude placement for the Internship. That in accordance with PC 11105.3, pre-service teachers and fieldwork candidates will not be placed in fieldwork experiences in the District/School with unsupervised access to children until a background check is complete and received by the District/School. Subsequent arrest records received by the District/School will be the sole determiner if it is deemed that the student will be removed from the fieldwork assignment.

E. Require that students obtain the prior written approval of District/School before publishing any material related to the Internship experience.

F. Retain overall responsibility for administration, organization and operation of the Program and the education of the students including final evaluation and assignment of grades for the Internship.

G. Inform students to dress appropriately in accordance with District/School's dress code and display identification as a NSU student.

H. Require students and faculty to maintain the confidentiality of all District/School student education record information accessed or obtained to provide services hereunder during the Internship in accordance with the Family Educational Rights and Privacy Act ("FERPA");

I. Take appropriate action upon receipt of notice from District/School that the work or conduct of a student is not in accordance with acceptable procedures or standard of performance or disrupts the operations of the classroom or school.

J. Ensure that each student provides for student's own housing, transportation, parking, meals, and other expenses not specifically provided for herein.

K. Maintain for itself, its students and any participating faculty (i) commercial general liability insurance in amounts not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate, (ii) professional liability insurance (for healthcare students) in amounts not less than \$1,000,000 per claim and \$3,000,000 annual aggregate, and (iii) non-molestation insurance in an amount of not less than \$1,000,000. If the professional liability insurance is on a claims-made basis, NSU shall keep such coverage continuously in effect (through prior acts coverage in renewal policies, tail coverage or extended reporting endorsement, or otherwise) for two years after termination of this Agreement. Such coverage may be provided by commercial or captive insurer, self-insurance or a combination thereof. Upon request, NSU will provide a certificate of insurance evidencing required coverage.

4. DISTRICT/SCHOOL RESPONSIBILITIES. During the Term, District/School agrees to the following responsibilities:

A. Ensure a safe environment conducive for learning while the NSU students are training with District/School.

B. Provide an orientation for students and any participating NSU faculty to the assigned school and introduce key personnel, and inform as to applicable rules, regulations, policies, and procedures of District/School.

C. Designate an employee as liaison who will work with the NSU's liaison to coordinate and implement the Internship experience and assign qualified and licensed employees in similar fields as the students to supervise and provide instruction during the Internship experiences ("Supervising Teachers"). Supervising Teachers shall have the following responsibilities as they relate to each student:

- 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/School policies and procedures.
- ii. Introduce students to key and auxiliary personnel at the school.
- iii. Appropriately supervise based on the student's level in the Program and District/School policy and provide instruction and give assignments in accordance with NSU course objectives, and the availability of District/School students and other District/School resources. Student assignments should be relevant to the experience and may include self-study and library research of clinical or educational topics.
- iv. Provide the student with opportunities to practice clinical or teaching skills in the classroom. Clinical types of experiences shall include (i) eliciting District/School student histories, (ii) performing examinations and evaluations of District/School students, (iii) entering permissible school record entries (such entries to be denoted as entered by a student, e.g., "SLP Student" and countersigned by Supervising Teacher, and (iv) establishing educationally relevant goals and IEP plans, conducting appropriate treatments/interventions or educational instruction, and developing appropriate discharge plans.
- v. Provide frequent and constructive feedback to students with respect to clinical or teaching skills, and behaviors; timely complete student performance evaluations at using forms or web-based evaluation forms provided by NSU; and meet with the student to review the evaluation and sign all forms. All final student performance evaluations are to be submitted to NSU no later than one week after completion of the Internship. District/School may keep a copy of the evaluation only with the student's written consent.

D. As available, allow students to use classrooms, library, cafeteria (at the student's expense), teacher lounge (if appropriate), storage areas or lockers for personal items, and parking.

E. Upon reasonable notice, permit visits to the schools where students are interning by NSU faculty or other representatives from NSU or agencies charges with the accreditation of NSU academic programs.

F. Provide first aid and coordinate emergency care, as needed, for a student who is injured or becomes ill while on District/School premises consistent with District/School's capability and policies. District/School shall notify NSU as soon as practical of the student's injury or illness.

The student shall bear full financial responsibility for charges associated with said treatment. During the Internship, students shall be required to maintain medical insurance at their own expense.

- G. Comply with the following insurance requirements, as applicable:
- i. *For Florida public school districts and schools:* District/School 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. Notwithstanding the foregoing, if District/School is a public entity entitled to governmental immunity protections under Florida law, then District/School shall provide occurrence-based liability coverage in accordance with any limitations associated with Florida law; but District/School shall provide such insurance with limits of at least \$1,000,000 per occurrence and \$3,000,000 annual aggregate in the event governmental immunity protections are determined by a court of competent jurisdiction to not apply. District/School shall provide an official letter to the NSU evidencing these coverages. District/School will promptly notify NSU of any cancellation or reduction in coverage. To the extent specifically permitted by law and subject to Section 768.28, Florida Statutes, District/School shall indemnify and hold NSU harmless from any loss, claim, or damage arising out of the negligent acts or omissions of the employees or staff of District/School, except for any such loss, claim, or damage arising out of the negligent acts or omissions of the NSU or taken or made by any party at the direction of NSU personnel. Nothing herein shall be deemed a waiver by District/School of its sovereign immunity rights under the laws of the State of Florida, nor a waiver of any limitations or immunities set forth thereunder.
 - ii. *For public school districts and schools other than Florida:* If District/School is a public entity entitled to governmental immunity protections under applicable state law, then it shall provide occurrence-based liability coverage in accordance with any limitations associated with the applicable law. To the extent specifically permitted by that state law, District/School shall indemnify and hold NSU harmless from any loss, claim, or damage arising out of the negligent acts or omissions of District/School employees or staff in connection with activities performed pursuant to this Agreement, except for any such loss, claim, or damage arising out of the negligent acts or omissions of NSU or taken or made by any party at the direction of NSU personnel. Nothing herein shall be deemed a waiver by District/School of its sovereign immunity rights under applicable state law, nor a waiver of any limitations or immunities set forth thereunder.

OR

- iii. *For private schools:* The school shall maintain for itself, its faculty, staff, and students (i) commercial general liability insurance in amounts not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate, (ii) professional liability insurance (for healthcare professionals working at schools within the District/School) in amounts not less than \$1,000,000 per claim and \$3,000,000 annual aggregate, (iii) non-molestation insurance in an amount of not less than \$1,000,000, and (iv) workers' compensation insurance in accordance with

applicable state law. If the professional liability insurance is on a claims-made basis, District/School shall keep such coverage continuously in effect (through prior acts coverage in renewal policies, tail coverage or extended reporting endorsement, or otherwise) for the applicable statute of limitations for potential claims after termination of this Agreement. Upon request, District/School will provide a certificate of insurance evidencing required coverage.

H. Acknowledge that certain information provided by NSU or the student that directly relates to any student, including academic information, professional information (e.g. licenses obtained, suspension, revocation), training and/or certifications, health information, and the results of any criminal background check and/or drug testing/treatment information (hereinafter "Student Information") is protected by the Family Educational Rights and Privacy Act of 1974, as amended ("FERPA"), 20 U.S.C. § 1232g. District/School agrees that it (1) will protect the confidentiality of Student Information, (2) will not use Student Information for any purpose other than to carry out the purposes of this Agreement, and (3) will not disclose Student Information except to individuals within its organization who have a legitimate need to know Student Information.

5. REMOVAL OF STUDENTS FROM SCHOOLS. District/School may suspend the right of any student to participate in Internship if, in the sole judgment and discretion of District/School, the skills, conduct, health or attitude of the student threatens the health, safety, or welfare of any District/School faculty, staff, or students. This action shall be taken by District/School only on a temporary basis until District/School has consulted with representatives of NSU. In such event, District/School shall immediately notify NSU of the student's suspension from the Internship. The consultation between the parties shall include an attempt to resolve the suspension, but the final decision regarding the student's continued participation in the Internship experience at District/School is vested in District/School. The procedures referred to in this section are separate from any procedures NSU may undertake relating to the student's continued participation in the Program.

6. RELATIONSHIP.

A. In performing its duties under the Agreement, each party, including its students, faculty, employees, and staff shall be an independent contractor with respect to the other party and shall not be considered an employee or agent of the other party for any purpose.

B. Students shall participate in the Internship hereunder for the sole consideration of obtaining an educational experience. Each party agrees that each NSU student will be in a learning situation and that the primary purpose of the placement is for the student's learning and the benefit of the student. It is further understood that the student shall not at any time replace or substitute for any District/School employee, nor shall the student perform any of the duties normally performed by an employee of District/School except such duties as are a part of their training and are performed by the student under the direct supervision of a District/School employee. Students are not entitled to a job at the completion of the educational experience. No student will be deemed to be an employee, agent, or volunteer of District/School by virtue of participation in the Internship, nor will District/School be liable for the payment of any wage, salary, or compensation of any kind for service provided by the student while participating in the Internship.

C. Notwithstanding anything to the contrary stated in this Section, if the student is also a District/School employee or associate under a separate agreement with District/School, such employee or associate shall not be permitted to perform the functions of a student under

this Agreement during the employee’s or associate’s work schedule. Unless specifically agreed otherwise in writing by NSU, work-related responsibilities shall not count towards Internship requirement hours.

7. TERMINATION. Either party may terminate this Agreement at any time with sixty (60) days prior written notice. Such termination shall not apply to students participating in Internships who shall be allowed to complete their assignments.

8. NOTICE. 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, (iii) the earlier of receipt or two (2) business days after deposit with a nationally recognized overnight delivery service, e.g., Federal Express, or (iv) if by email with a “read receipt” or return email from the recipient to the sender, to the following address or to such other address provided in accordance with this Section.

As to University: Nova Southeastern University
3300 South University Drive
Fort Lauderdale, FL 33328
Attn: Provost & EVP for Academic Affairs
Phone: 954-262-5796
Email: ron@nova.edu

As to District/School: Redlands Unified School District
20 West Lugonia
Redlands, CA 92374
Attn: _____
Phone: _____
Email: _____

9. NO DISCRIMINATION. There shall be no discrimination on the basis of race, national origin, religion, creed, sex, sexual orientation, gender identity, age, veteran status, or disability in either the selection of participating students, or as to any aspect of the Internship.

10. 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.

11. GOVERNING LAW, JURISDICTION, AND VENUE. This Agreement shall be governed by and construed in accordance with the laws of the state of California, 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 California, and agree that venue shall lie exclusively in San Bernardino County, California.

12. PUBLIC RECORDS (for Florida public schools). In the event NSU is considered a contractor under Section 119.0701, Florida Statutes, NSU shall comply with the Florida Public Records’ laws, and shall:

A. Keep and maintain public records required by District/School to perform the services in this Agreement.

B. Upon request from District/School's custodian of public records, provide District/School with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided for by law.

C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement and following completion of this Agreement if NSU does not transfer the records to District/School.

D. Upon completion of this Agreement, transfer at no cost to District/School all public records in possession of NSU or keep and maintain public records required by District/School to perform the service. If NSU transfers all public records to District/School upon completion of this Agreement, NSU shall destroy any duplicate public records that are exempt, or confidential and exempt, from public records disclosure requirements. If NSU keeps and maintains public records upon completion of this Agreement, NSU shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to District/School upon request from District/School's custodian of public records, in a format that is compatible with the information technology systems of District/School.

IF NSU HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO NSU'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT DISTRICT/SCHOOL

_____ **OR** **VIA** **EMAIL** **AT** _____.

Failure to comply with this subsection will be deemed a breach of this Agreement and enforceable as set forth in Section 119.0701, Florida Statutes.

13. INTERPRETATION. With respect to the interpretation of this Agreement concerning an ambiguity or otherwise, there shall be no presumption against the drafter of the Agreement.

14. 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 electronic 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.

[Signatures on the Following Page]

IN WITNESS WHEREOF, the parties through their authorized representatives have executed this Agreement as of the dates set forth below.

REDLANDS UNIFIED SCHOOL DISTRICT

By: 

Name: Lisa Bruich

Title: Director III, Human Resources

Date: September 23, 2024

NOVA SOUTHEASTERN UNIVERSITY, INC.

By: 
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Name: Ronald Chenail, Ph.D.

Title: Provost & EVP for Academic Affairs

Date: Sep 20, 2024