



UNIVERSITY of ST. AUGUSTINE for HEALTH SCIENCES

Student Affiliation Agreement

- Between -

San José Unified School District
855 Lenzen Avenue
San Jose, CA 95126

- And -

University of St. Augustine for Health Sciences

- Physical Therapy (PT)
- Occupational Therapy (OT)
- Speech-Language Pathology (SLP)*
- Nursing (MSN, DNP, PG Cert-FNP, PG Cert-PMHNP-PC)
- Physician Assistant (PA)

This Agreement is made and entered into this 1st day of August 2025
(Effective Date) by and between San José Unified School District
hereinafter known as the **SJUSD** and the **University of St. Augustine for Health Sciences**, hereinafter known as the **University**.

- RECITALS -

The University is a provider of education for PT, OT, SLP, PA and Nursing students in master and doctorate entry-level, and post-professional master, doctorate, graduate certificate, and clinical residency programs. Such programs require in-depth, clinical experience for the students under supervision of competent health care providers in actual clinical conditions.

SJUSD is a health care provider, health care practitioner, social service or academic institution and recognizes a benefit in fashioning an environment of collegiality, mentoring and respect for continuing academic efforts and research.

Now therefore, the parties agree as follows,

IT IS AGREED:

1. Duties of the University

- (a) Assume responsibility for continuing compliance with the educational standards of the appropriate

* The Master of Science (M.S.) education program in Speech-Language Pathology {distance education} at the University of St. Augustine for Health Sciences is accredited by the Council on Academic Accreditation in Audiology and Speech-Language Pathology (CAA) of the American Speech-Language-Hearing Association, 2200 Research Boulevard, #310, Rockville, MD 20850, 800-498-2071 or 301-296-5700.

accreditation and licensing bodies.

- (b) Designate a member of the faculty or staff to communicate with SJUSD on all items pertinent to clinical education.
- (c) Notify SJUSD about the planned schedule of student assignment, level of academic preparation, length and dates of internship assignments.
- (d) Refer to SJUSD only those students who have completed the prerequisite didactic portion of the curriculum applicable to SJUSD.
- (e) Inform the student of any specific requirements of SJUSD for acceptance, uniform requirements if applicable and the necessity to conform to the standards, practices, policies and procedures of SJUSD.
- (f) Require students to complete training on the applicable provisions of the Administrative Simplification section of the Health Insurance Portability and Accountability Act of 1996, as codified at 42 U.S.C. 1320 through d-8 (“HIPAA”), and the requirements of any regulations promulgated there under, including, without limitation, the federal privacy regulations as contained in 45 C.F.R. Part 164 (collectively, the “Regulations”) to the extent such laws and regulations apply during the term hereof. University shall not use or further disclose any protected health information, as defined in 45 C.F.R. 164.504, or individually identifiable health information, as defined in 42 U.S.C. 1320d (collectively, the “Protected Health Information”), other than as permitted by this Agreement and the requirements of HIPAA or the Regulations.
- (g) Require each student to carry a current medical insurance policy and be certified in CPR and first aid (first aid is required for OT, PT and SLP programs, BLS/CPR for Healthcare is required for PA Program) by the American Heart Association, and complete mandatory training in blood borne pathogens (OSHA).
- (h) Obtain and maintain at its own expense during the term of this Agreement, and any renewal hereof, a comprehensive liability policy including professional liability insuring the University against all claims for personal and bodily injury or death and property damage resulting from the performance of services by the University, its employees and students participating in the clinical training program on SJUSD premises. Such insurance shall be in the amount of not less than \$1,000,000 per incident and \$3,000,000 in the aggregate. University shall give immediate notice to SJUSD if any changes or lapse in policy should occur.
- (i) Obtain and maintain evidence that each student is in good general health, as determined by a physical examination, and that s/he is free from a health impairment, which is of potential risk to a patient or which might interfere with the performance of his/her duties, or any other condition which would interfere with ability to satisfy the requirement(s) of this Agreement and/or potentially create a risk to the health and safety of SJUSD, its patients, staff, visitors, and other Affiliates and the student, him/herself.
- (j) Obtain and maintain evidence that each student has received (i) vaccination for measles, mumps and Rubella (MMR) or evidence of immunity through screening blood test and documentation of serologic evidence of immunity; (ii) Hepatitis B series vaccination or written declination, (iii) negative tuberculosis skin or blood testing (chest x-ray where indicated) established prior to clinical placement with annual renewal thereafter via self-assessed questionnaire; (iv) vaccination for Varicella or evidence of immunity screening blood test and documentation of serologic evidence of immunity; (v) Tdap vaccine, (vi) flu shot, and (vii) Texas campus - bacterial meningitis according to the Texas Higher Education Coordinating Board.

- (k) Post-professional OT and PT students must maintain a current license to practice in the state in which the residency is occurring. Nursing students must maintain a current unrestricted registered nurse (RN) license to practice nursing in the state in which the practicum is occurring.
- (l) Obtain and maintain evidence that each student has received a (i) fingerprint report; (ii) background check; and (iii) drug screen.
- (m) For the (ii) background check: perform a criminal background check that complies with the minimum requirements set by the State of California, review and exclude from participation any student whose background check would preclude the candidate from serving in the planned professional experience, and ensure all students obtain and maintain a valid Certificate of Clearance (COC) issued by the California Commission on Teacher Credentialing prior to the start and for the entire duration of their practice.
- (n) The University reserves the right to remove students from the affiliation when the learning experience does not meet the objectives of the University or if appropriate supervision and mentorship is not provided.

2. Duties of SJUSD

- (a) Maintain standards for appropriate health care services, which are conducive to sound educational experiences for students participating in the affiliation.
- (b) Designate an individual who will be responsible for the coordination of services with the University, assisting in maintaining contracts and providing student orientation. Orientation shall include but is not limited to addressing appropriate facility/site specific security and safety measures.
- (c) Designate an individual who is the primary mentor to the student and is responsible for evaluation of student performance and planning clinical experiences. This clinical supervisor shall have at least one (1) year of clinical experience in the area to be supervised. The student will work under the immediate and direct supervision of this individual.
 - Nursing preceptors will have a minimum of a master's degree and one (1) year's experience.
- (d) Students may be assigned to more than one (1) clinical supervisor/preceptor/educator. SJUSD is responsible for continuity and effective communication between the supervising clinicians to assure an appropriate learning environment and student performance evaluation.
 - Nursing: Designate or approve an individual who is the primary preceptor to the student and is responsible for planning practicum experiences and evaluation of student performance along with the practicum course faculty. This preceptor shall have a minimum of a master's degree and at least one (1) year of specialty experience in the specialty area of the student (e.g., a preceptor serving as a preceptor for a nurse executive student must have at least one (1) year of experience as a nurse executive). The student will work under the supervision of the preceptor.
- (e) Make available to the students the space, facilities, equipment and supplies necessary for rendering Facility directed patient care and treatment, including appropriate PPE as required by SJUSD and/or by state and federal guidelines.
- (f) Assist students with obtaining emergency medical care if they become ill or injured during their clinical affiliation, if medically appropriate and necessary. The student shall arrange for medical care beyond that of emergency nature. The student shall be responsible for the cost of emergency care and for the cost of

any additional medical care beyond that.

- (g) Advise the University of any serious deficits noted in the ability of assigned students to progress toward achievement of the stated objectives of the internship.
- (h) Reserves the right to terminate students from the affiliation who do not comply with SJUSD rules and regulations, policies and procedures or who endanger patient health, welfare or safety.
- (i) Will provide the University with a written description of the objectives and the experience being offered. For post-professional students, these objectives are developed by mutual efforts of SJUSD, the University and the student.
- (j) Permit the student to participate in patient care services to the extent of their skill and training.
- (k) Will assure that equitable practices will be evident when assessing and evaluating student performance.

3. Mutual Duties of the University and SJUSD

- (a) Establish the educational objectives for the fieldwork/clinical experience/clinical practicum experience and continually evaluate the effectiveness of the fieldwork/clinical experience/clinical practicum.
- (b) Agree that there shall be no unlawful discrimination concerning the affiliation based upon race, color, ancestry, religion, gender, sexual orientation, age, disability, or veteran status.
- (c) A dispute involving the discipline of a student while participating in a clinical experience shall be jointly addressed by the University clinical education faculty member, clinical supervisor/preceptor and student. The University Catalog/Handbook and Clinical or Fieldwork Education Handbook shall be used as the standard for policies and procedures for any unresolved disputes.
- (d) Each party reserves the right to control the use of any of its copyrighted materials, symbols, trademarks, service marks, and other proprietary rights presently existing or hereafter established. Each party agrees that it will not use such works, symbols, trademarks, service marks, or other devices in advertising, promotional materials or otherwise and that it will not advertise or display such devices without the prior consent of the other party and will cease all such usage immediately upon termination of this Agreement.
- (e) Agree that the use of video equipment on any SJUSD property, including but not limited to, SJUSD classrooms, is solely for the purpose of assessing University students as part of the credentialing process. SJUSD shall provide University Site Support Providers and University students with any or all applicable rules, regulations, and instructions relating to the assessment. Both parties agree no video recording of any University student will occur without prior written notification of the name of the University student as well as date, time, and location of the video recording to the principal of the SJUSD school where the video recording is to take place. Principal of the SJUSD school shall provide written approval of said recording; subject to the parent/guardian authorizations set forth in this section. The University and SJUSD agree no video recording of any SJUSD student shall be permitted to occur without the express written approval and authorization from the SJUSD student's parent/guardian.
- (f) No failure by either party to insist upon strict performance of any covenant, term or condition of this Agreement or to exercise a right or remedy shall constitute a waiver. No waiver of any breach shall affect or alter this Agreement, but each covenant, condition, and term of this Agreement shall continue in full force and effect with respect to any other existing or subsequent breach.

- (g) Nothing in this Agreement shall be construed as creating or giving rise to any right in any third parties or other persons other than the parties hereto.
- (h) Each party shall indemnify, defend and hold the other party harmless from all claims, loss, damage or injury of any kind or character (including, without limitation, attorney fees and costs of defense) to any person or property arising from the performance of the terms and responsibilities under this Agreement caused by the negligent act or omission of the indemnifying party, its agents or employees. Nothing herein is intended or shall be construed to waive SJUSD’s entitlement to sovereign immunity, if applicable.
- (i) If either the University or SJUSD becomes aware of any alleged injury arising out of the care or treatment of any patient in connection with the Program, each party has a duty to give the other party written notice containing the particulars sufficient to identify the name and address of the alleged person, place and circumstances of the alleged incident and addresses of the available witnesses.
- (j) Students assigned to SJUSD shall not be considered employees of SJUSD.
- (k) The parties in this Agreement are independent contractors and agree and stipulate that this Agreement in no way creates a partnership, joint venture, employment or agency relationship between the parties.
- (l) This Agreement may not be assigned by either party without the express written consent of the other.
- (m) The invalidity or unenforceability of any provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed and enforced under and in accordance with the laws of the State.
- (n) Whenever any notice, demand or consent is required or permitted under this Agreement, such notice, demand or consent shall be written and shall be deemed given when sent by certified mail, return receipt requested.
- (o) The University provides continuing education opportunities to affiliated sites and employees who provide supervisor for students. The clinical site and employees warrant that payments and other things of value provided by the University under his Agreement will be used for the professional benefit of the site or employee and not for the personal benefit of any individual who might influence the awarding of clinical positions for USAHS students.

4. **Insurance**

University and SJUSD shall always each secure and maintain during the Term of this Agreement, at their respective sole expense, workers’ compensation and employers’ liability insurance covering their respective employees. Such coverage provided by University and SJUSD may be afforded via commercial insurance or self-insurance at the following limits:

Workers’ Compensation:	Statutory limits
Employers’ Liability:	\$1,000,000 each accident;
	\$1,000,000 disease policy limit;
	\$1,000,000 disease each employee
Commercial General Liability	\$1,000,000/\$2,000,000
Business Automobile Liability:	\$1,000,000 per accident for bodily injury and property damage
Professional Liability:	\$1,000,000/\$3,000,000

With a copy to:

General Counsel, University of St. Augustine for Health Sciences
5401 LaCrosse Avenue, Austin, TX 78739

If to SJUSD:

Attention: Purchasing & Contract Management

855 Lenzen Avenue

San Jose, Ca 95126

IN WITNESS WHEREOF, the parties have hereunto set their hands and sealed the date and year first above written.

AS TO THE UNIVERSITY:

By: Signed by:
Brian Goldstein, Ph.D.
C1F115548DCD4B4..._____

Brian Goldstein, Ph.D.
President and Chief Academic Officer (CAO)
University of St. Augustine for Health Sciences

Execution Date:

5/7/2025

AS TO SJUSD:

By: _____

Name: Tracy Morrison

Title: Director, Procurement

Execution Date:

SJUSD'S STUDENT DATA CONFIDENTIALITY CERTIFICATION

The University acknowledges his/her responsibility to respect the confidentiality of Covered data and information (CDI) and to act in a professional manner in the handling of SJUSD's student performance data. The University will ensure that confidential data, including data on individual SJUSD's students, is not created, collected, stored, maintained, or disseminated in violation of state and federal laws. (CDI) includes paper and electronic SJUSD's student education record information supplied by SJUSD, as well as any data provided by SJUSD's students to the University.

Furthermore, the University agrees to the following guidelines regarding the appropriate use of SJUSD's student data collected by myself or made available to me from other school/system employees, Infinite Campus, TES or any other file or application to which the University has access:


- University will comply to abide by the limitations on re-disclosure of personally identifiable information from education records set forth in The Family Educational Rights and Privacy Act (34 CFR § 99.33 (a)(2)) and with the terms set forth below. 34 CFR 99.33 (a)(2) states that the officers, employees, and agents of a party that receive education record information from the SJUSD may use the information, but only for the purposes for which the disclosure was made.
- University acknowledges that the Agreement allows the University access to (CDI) for whom the University has a legitimate educational interest and will be used for the sole purpose of improving SJUSD's student achievement and providing academic advisement to SJUSD's student.
- The University shall develop, implement, maintain and use appropriate administrative, technical and physical security measures to preserve the confidentiality, integrity and availability of all electronically maintained or transmitted (CDI) received from, or on behalf of SJUSD or its students. The University acknowledges that it is illegal for a SJUSD student to have access to another SJUSD student's data and will not share (CDI) from any source with another SJUSD student.
- University agrees to hold (CDI) in strict confidence. University shall not use or disclose (CDI) received from or on behalf of SJUSD (or its students) except as permitted or required by the Agreement, as required by law, or as otherwise authorized in writing by SJUSD. University agrees not to use (CDI) for any purpose other than the purpose for which the disclosure was made.
- University shall, within one day of discovery, report to SJUSD any use or disclosure of (CDI) not authorized by this agreement or in writing by SJUSD. University's report shall identify: (i) the nature of the unauthorized use or disclosure, (ii) the (CDI) used or disclosed, (iii) who made the unauthorized use or received the unauthorized disclosure, (iv) what the University has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure, and (v) what corrective action the University has taken or shall take to prevent future similar unauthorized use or disclosure.

California Consumer Privacy Act. To the extent applicable, University shall comply with the requirements of the California Consumer Privacy Act ("CCPA"). The CCPA, however, shall not preempt the requirements of the Family Educational Rights and Privacy Act (20 U.S.C. §1232g; 34 C.F.R. Part 99), the Children's Online Privacy Protection Act (Pub.L.No. 106-554 and 47 U.S.C. §254(h)), the Children's Internet Protection Act (15 U.S.C. §6501 et seq.), California Education Code sections 49073.1 and 49073.6, and/or the Student Online Personal Information Protection Act (California Business and Professions Code §22584). Notwithstanding the above, to the extent that a "consumer" as that term is defined by the CCPA, contacts Contractor to receive Covered Data and Information provided to Contractor pursuant to this Agreement, to delete consumer's personal information or to access information collected by Contractor hereunder, Contractor shall refer the consumer to the District, and the District will provide the necessary and proper procedures regarding the requested information.

University of St. Augustine for Health Sciences

Date: 5/7/2025

Signature:

Signed by:

Brian Goldstein, Ph.D.
President and Chief Academic Officer (CAO)