

UNIVERSITY/COLLEGE STUDENT PLACEMENT AGREEMENT
BETWEEN
JEFFERSON COUNTY PUBLIC SCHOOLS
AND
UNIVERSITY/COLLEGE

THIS AGREEMENT made at Louisville, Kentucky and effective this 1st day of July, 2023, between the Board of Education of Jefferson County, Kentucky, hereinafter called the "Board," and University of Kentucky, hereinafter called the "University/College."

WITNESSETH:

1. The Board is authorized to enter into cooperative agreements with universities/colleges for the purpose of permitting occupational therapy, physical therapy and speech language pathologist students to engage in supplementary instructional activities and clinical learning experiences with JCPS students under the direction and supervision of the professional and administrative staff of the Board. Such university/college students entered in programs requiring clinical learning experiences are hereinafter referred to as "university/college students." Supervised clinical learning experiences are hereinafter referred to as "permitted activities."

2. The Board and the University/College accept the joint responsibility to permit the university/college students to engage in the permitted activities.

3. The Board and the University/College agree that all arrangements in reference to this program shall be consistent with Kentucky law, and the policies of the Board, as well as those of the University/College.

4. The university/college students placed in Jefferson County Public Schools shall agree to abide by all policies, rules and regulations of the University/College and the Board. Failure to abide by this provision shall be grounds for removal from the program. It shall be the responsibility of the University/College to inform all prospective university/college students of this provision and secure agreement from the university/college student.

5. The University/College shall provide the requested information about each university/college student to the Board at least two (2) months in advance of placement in a Jefferson County Public School. Pursuant to the Board's established procedures, if this agreement requires any employees of the University/College to perform services on the premises of any JCPS schools during JCPS school hours, all individuals performing such services under this Agreement are required to submit per KRS 160.380 to a national and state criminal history background check by the Department of Kentucky State Police and the Federal Bureau of Investigation and a letter, provided by the individual, from the Cabinet for Health and Family Services stating no administrative findings of child abuse or neglect found through a background check of child abuse and neglect records maintained by the Cabinet for Health and Family Services.

6. The Board, through its staff, shall assist in making assignments of university/college students subject to its limitations. Nothing in this agreement shall preclude the Board from exercising its right to remove from its classroom's university/college students who, in the judgment of its staff, have an adverse influence on the welfare of JCPS students, detract from the total school program, or violate any JCPS rules or regulations. The Board will notify the University/College in writing if such action is required and the reasons for such action. The University/College assumes the responsibility for attempting to replace the university/college student in another school system if such is necessary or required and that this Agreement is not to be construed as a third-party beneficiary contract for the benefit of any university/college student who may be an applicant for engaging in the permitted activities in the Jefferson County Public Schools or may be accepted for such purpose by the Jefferson County Public Schools.

7. The Board shall submit to the University/College upon request a list of properly qualified and certified staff members from within the Jefferson County Public Schools under whose direct supervision each university/college student will engage in permitted activities. In preparing the list, such criteria as academic and professional backgrounds, personal qualities and professional attitudes, relationships with JCPS students and colleagues, and the ability to successfully direct the permitted activities shall be used.

8. The University/College shall designate one (1) representative to serve as liaison between it and the Board. That person, as representative of the University/College shall have access to all Board staff and schools necessary to properly facilitate communication and relationships among the Board staff as designated by the Superintendent, the supervising teacher/staff member, and the university/college student.

9. The University/College and the Board agree not to discriminate in recruitment or employment, development, advancement, and treatment of their employees based on race, color, national origin, age, religion, marital or parental status, political affiliations or beliefs, sex, sexual orientation, gender identity, gender expression, veteran status, genetic information, veteran status, genetic information, disability, or limitations related to pregnancy, childbirth, or related medical conditions; provided, the University/College shall have the benefit of any exemptions provided by court decisions, statutes or regulations to religious educational institutions.

10. No JCPS student shall be denied equal opportunities by the University/College or the university/college student on the basis of race, color, national origin, age, religion, marital or parental status, political affiliations or beliefs, sex, sexual orientation, gender identity, gender expression, veteran status, genetic information, disability, or limitations related to pregnancy, childbirth, or related medical conditions.

11. The Board acknowledges that the education records of assigned university/college students are protected by the Family Educational Rights and Privacy Act, as amended, 20 U.S.C. sec. 1232g ("FERPA"). The parties agree to comply with the requirements of FERPA and to protect the privacy of education records concerning any university/college student assigned under this Agreement.

12. The University/College acknowledges that the education records of JCPS students are protected by FERPA. The parties agree to comply with the requirements of FERPA and to

protect the privacy of education records of JCPS students that are made available to any university/college student assigned under this Agreement.

13. In the event that either Party (the “Disclosing Party”) discloses to the other Party (the “Receiving Party”) or the Receiving Party otherwise receives/obtains or collects/maintains Personal Information on the Disclosing Party’s behalf, as set forth below, as a result of or in connection with this Agreement or any obligation delineated in this Agreement, the Receiving Party hereby agrees to the following:

A. The term “Personal Information” means personally identifiable or identifying information or data, in whatever form, and including an individual's first name or first initial and last name; personal mark; or unique biometric or genetic print or image, in combination with one (1) or more of the following data elements: (a) An account number, credit card number, or debit card number that, in combination with any required security code, access code, or password, would permit access to an account; (b) A Social Security number; (c) A taxpayer identification number that incorporates a Social Security number; (d) A driver's license number, state identification card number, or other individual identification number issued by any agency; (e) A passport number or other identification number issued by the United States government; or (f) Individually identifiable health information as defined in 45 C.F.R. sec. 160.103, except for education records covered by FERPA.

B. The Receiving Party and its employees, agents, and contractors (collectively “Affiliates”) may obtain, access or collect (collectively “obtain” or collectively in the past tense “obtained”) Personal Information only if specifically authorized by and necessary and required in connection with this Agreement.

C. In addition to any protections to the Disclosing Party in this Agreement or any other documents, and any provision in this Agreement or any other documents to the contrary notwithstanding, if the Receiving Party is JCPS acknowledges that it is familiar with the terms and provisions of applicable law, including KRS 61.931 et seq., and will fully comply with it. In addition the Receiving Party (1) will not use any Personal Information other than for the purpose of performing its obligations for the Disclosing Party under this Agreement; (2) will not re-disclose any such information to any third party not specifically involved in fulfilling its obligations for the Disclosing Party under this Agreement; and (3) shall ensure that prior to granting its Affiliates access to any Personal Information, such individuals or entities are informed of and agree to abide by confidentiality obligations no less restrictive than those contained herein, and the Receiving Party will require all Affiliates to comply with the security procedures and practices and breach investigation procedures and practices as provided herein. Any release or re-disclosure of Personal Information must be in accordance with applicable law including 34 CFR 99.33(a), and to the extent required by law the party releasing Personal Information will notify the Disclosing Party before any such release of Personal Information.

D. The Receiving Party and its Affiliates will at their sole cost and expense implement, maintain, and update security procedures and practices, including taking any appropriate corrective action, to protect against security breaches and implement, maintain, and update security and breach investigation procedures and practices that are 1) appropriate to the nature of the Personal Information; 2) at to JCPS at least as stringent as the strictest standards

provided by law and industry practices regarding security and breach investigation procedures including 16 CFR 314.1 et seq., the security and breach investigation procedures and practices of the Kentucky Council on Postsecondary Education or the Kentucky Board of Education, as applicable, under KRS 61.932(1)(b), and Payment Card Industry Data Security Standards; and 3) reasonably designed to protect the Personal Information from unauthorized access, use, modification, disclosure, manipulation, or destruction.

The Receiving Party shall notify the Disclosing Party in the most expedient time possible and without unreasonable delay but within seventy-two (72) hours of determination of an actual or suspected security breach relating to the Personal Information. Notice in the event the Board is the Receiving Party will be provided to the University/College's Director of Strategic Healthcare Contracting, Charles T. Wethington Building, 900 South Limestone, Room 309G, Lexington, KY 40506-9983, Notice in the event the University/College is the Receiving Party will be sent to the Board's Chief Human Resources Officer, 3332 Newburg Road, Louisville, KY 40218. Phone (502) 485-6232. The notice to the Disclosing Party shall include all information the Receiving Party has with regard to the security breach at the time of notification. JCPS as Receiving Party will report using Form FAC-001 found at:

<https://finance.ky.gov/office-of-the-secretary/FinanceForms/FAC001%20Determined%20Breach%20Notification%20Form.pdf>

The Receiving Party's obligation is applicable regardless of whether the Personal Information was obtained by or was in the possession of or maintained or stored by or on behalf of the Receiving Party or any Affiliate.

E. The notice required by the preceding paragraph may be delayed if a law enforcement agency notifies JCPS as Receiving Party that notification will impede a criminal investigation or jeopardize homeland or national security. If notice is delayed pursuant to this subparagraph, notification shall be given as soon as reasonably feasible by the Receiving Party to the Disclosing Party. In connection therewith, JCPS as Receiving Party will complete the form FAC-002 found at:

<https://finance.ky.gov/office-of-the-secretary/FinanceForms/FAC002%20Delay%20Notification%20Record.pdf>

F. In the event of a security breach relating to Personal Information, the Receiving Party at the discretion and direction of JCPS as Disclosing Party will be responsible for a reasonable and prompt investigation required by KRS 61.933(1)(a)(2) including all requirements of KRS 61.932(1)(b), and for providing notices required by KRS 61.933(1)(b) subject to the provisions of KRS 61.933(3). In such event, JCPS as Receiving Party will satisfy the notification deadlines in KRS 61.933(1)(b) but the Receiving Party will ensure that the Disclosing Party has the opportunity to review and approve all notices to be sent. The Disclosing Party will have the opportunity to review any report produced as the result of the investigation. Without limiting the preceding, the Receiving Party will be fully responsible for complying with all other law applicable to any security breach related to Personal Information regardless of whether the security breach relates to Personal Information obtained by or in the possession of or maintained by or on behalf of the Receiving Party or any Affiliate. The Receiving Party will be fully responsible for all costs

associated with its and the Disclosing Party's complying with the provisions of KRS 61.931 et seq., and any other Federal or state law including the law of any other state, as the result of a security breach hereunder.

G. If the Receiving Party is required by federal law or regulation to conduct security breach investigations or to make notifications of security breaches, or both, as a result of the unauthorized disclosure of one (1) or more data elements of Personal Information that is the same one (1) or more of the data elements of Personal Information listed above, the Receiving Party shall meet the requirements hereunder by providing to the Disclosing Party a copy of any and all reports and investigations relating to such security breach investigations or notifications that are required to be made by federal law or regulations. This paragraph shall not apply if the security breach includes the unauthorized disclosure of data elements that are not covered by federal law or regulation but are listed above.

H. Any provision in this Agreement or any other document to the contrary notwithstanding, including but not limited to any provision related to limitation of liability, the JCPS as Receiving Party shall to the extent permitted by Kentucky law fully indemnify and hold harmless the University, the University's Board of Trustees or, and its and as, agents, and employees, in their individual and official capacities, from and against any and all claims, losses, expenses, damages, liabilities and obligations, including, without limitation, reasonable court costs and attorneys' fees (collectively, "Losses") suffered or incurred by them to the extent that such Losses arise out of any security breach relating to Personal Information.

I. Without the Disclosing Party's prior written consent, the Receiving Party shall not consent to, and will ensure no Affiliate consents to, the entry of a judgment or award, or enter into a settlement, which does not include a release of the Disclosing Party, the Disclosing Party's Board of Regents or Board of Education, as applicable, and its and their Regents or Board Members, as applicable, agents, and employees, in their individual and official capacities, from all liability with respect to the Losses.

J. Without limiting any of the preceding, the Receiving Party will bear costs associated with notifying all individuals who are the victims of any such security breach involving Personal Information due to the negligence of Receiving Party.

K. The provisions of this Section 13 will survive termination of this Agreement for whatever reason.

L. As used herein, "security breach" includes: 1. the unauthorized acquisition, distribution, disclosure, destruction, manipulation, or release by the Receiving Party or any Affiliate of unencrypted or unredacted records or data that compromises or the Disclosing Party or the Receiving Party believes may compromise the security, confidentiality, or integrity of Personal Information and result in the likelihood of harm to one (1) or more individuals; or 2. the unauthorized acquisition, distribution, disclosure, destruction, manipulation, or release by the Receiving Party or any Affiliate of encrypted records or data containing Personal Information along with the confidential process or key to unencrypt the records or data that compromises or the Disclosing Party or the Receiving Party reasonably believes may compromise the security, confidentiality, or integrity of Personal Information and result in the likelihood of harm to one (1)

or more individuals. Without limiting the preceding, security breach includes the theft or misappropriation, or improper use, access, or disclosure of Personal Information obtained by or in the possession of or maintained or stored by or on behalf of the Receiving Party or any Affiliate. In the event of any dispute between the Receiving Party and the Disclosing Party as to whether a security breach has occurred, the Party's will work together to determine how it will be handled and who will bear the costs associate with it.

M. Upon expiration or termination of this Agreement, for any reason, the Receiving Party agrees to destroy any and all Personal Information obtained by or in the possession of or maintained or stored by or on behalf of the Receiving Party or any Affiliate in a manner that completely protects the confidentiality of the information after copies thereof have been returned to the Disclosing Party, if requested, unless the Disclosing Party directs that such Personal Information be transferred to another person or entity. In no event will any copies of Personal Information be retained by the Receiving Party or any Affiliates. Except as may be required by Kentucky Records Retention Laws.

14. This Agreement shall be effective from July 1, 2023 through June 30, 2024. This Agreement shall automatically renew for successive annual periods unless either party provides written notice of non-renewal at least 30 days prior to the end of the term. This Agreement supersedes all previous contracts between the parties on this subject matter.

15. The University/College is an agency and instrumentality of the Commonwealth of Kentucky, is vested with sovereign immunity and is subject to the jurisdiction of the Kentucky Claims Commission and the statutory provisions of KRS 49.030 seq for the recovery of tort claims made against the University/College, its agents, officers or employees. The University/College is self- insured pursuant to the provisions of KRS 164.939 et seq which provides for the paying of claims or judgments resulting from any tort or breach of duty based on health care services rendered or which should have been rendered by the University/College or its agents. Agents of the University/College include members of the Board of Trustees, faculty, staff, nurses, volunteer workers, employees, students, physicians and dentists providing care within the scope of their duties or courses of study. In addition, University/College maintains professional, commercial excess general and medical malpractice liability insurance for itself, its agents, officers, employees and students.

16. Board shall maintain medical liability insurance for itself, agents, officers and employees in the amounts of not less than One Million Dollars (\$1,000,000.00) per claim and Three Million Dollars (\$3,000,000.00) aggregate per policy year, or such other minimum amounts as may be required from time to time by the University/College. The policy of insurance shall provide that such insurance shall not be canceled, modified or permitted to lapse without thirty (30) days prior written notice to the School. Board shall promptly, following request by the University/College from time to time, provide evidence of such insurance acceptable to the University/College.

17. Board affirms that it is aware that University/College operates in accordance with a corporate compliance program. Board shall inform University/College of any lawsuit that is

threatened or of any violation of ethical, professional or legal standard in which a University/College student is involved.

18. Both Parties will comply with all applicable laws, rules and regulations. Without limiting the foregoing, both Parties agree to comply with the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations (collectively, "HIPAA") with respect to the privacy and security of "protected health information" (as defined by HIPAA) created, received, maintained or transmitted by UNIVERSITY pursuant to, or in connection with, the performance of UNIVERSITY'S obligations under this Agreement. Because neither party uses or discloses the Protected Health Information to perform services on behalf of the other, each party acknowledges and agrees that neither is the business associate of the other and therefore the parties are not required to enter into a business associate contract, as these terms are defined in the Privacy Rule.

IN WITNESS WHEREOF, we the undersigned, duly authorized representatives of the parties to this Agreement, have caused this Agreement to be executed on the dates set forth below, to be effective as of the date first above written.

JEFFERSON COUNTY BOARD OF
EDUCATION

UNIVERSITY/COLLEGE

By: _____

By:  _____

Title: Dr. Martin Pollio
Superintendent

Title: Dr. Robert DiPaola
Provost

Date: _____

Date: July 21, 2023
