

MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT ("Agreement") is entered into as of this first day of May, 2014 by and between the Jefferson County Board of Education d/b/a Jefferson County Public Schools ("JCPS") and the University of Louisville ("U of L").

WHEREAS, U of L's College of Education and Human Development ("CEHD") has implemented the Signature Partnerships Schools Initiative to provide a clinical training model for education professionals in multiple JCPS schools including the Academy@Shawnee High School ("SHS"), and JCPS and U of L desire to enter into an agreement for an extended partnership between U of L, via the CEHD, and JCPS, concerning the placement of the University of Louisville Community Mental Health Clinic (the "Clinic") in space provided by JCPS at SHS. JCPS and U of L believe the presence of the Clinic at SHS will greatly benefit SHS, the West Louisville community, and the CEHD;

THEREFORE, in consideration of the terms, conditions, premises, and mutual agreements set forth herein, JCPS and U of L agree as follows:

1. **Duties of JCPS and SHS:**

- A. JCPS will provide three offices and a conference room on the first floor of SHS (the "Space") for use by the CEHD as the Clinic on the terms and conditions set forth in this Agreement.
- B. JCPS shall permit the CEHD to place U of L staff, faculty, and students in the Space to administer mental health and counseling services to SHS students, their families and individuals living in the community surrounding SHS Monday through Saturday, from 8:00 a.m. - 8:00 p.m. throughout the calendar year. JCPS and SHS shall also permit the CEHD to conduct classes for U of L students, perform research, and train U of L students in the Space during such times.
- C. JCPS and SHS will permit the CEHD to place in the Space the necessary furniture, equipment, and technology to operate the Clinic. All property placed in the Space by the CEHD shall remain the property of the CEHD upon the termination or fulfillment of the term of this Agreement.
- D. JCPS and SHS shall not charge U of L or the CEHD for any rent, utility costs, taxes, or insurance for use of the Space, and JCPS shall be responsible for maintaining property and casualty insurance coverage (which may be provided in whole or in part by a JCPS self-insurance program) for the Space.
- E. JCPS shall be responsible for providing routine cleaning and janitorial services for the Space.
- F. JCPS will obtain any necessary written permissions from parents and/or guardians of JCPS students to approve their receipt of mental health and counseling services in the Clinic.

- G. JCPS will assist U of L and CEHD and their employees, students and invitees with the interpretation of applicable JCPS policies and procedures for volunteers and visitors entering JCPS facilities.

2. **Duties of U of L and the CEHD:**

- A. In consideration for the terms herein, U of L and the CEHD shall use the Space during the times provided in Paragraph 1.B above to provide mental health and counseling services to SHS students, their families, and individuals living in the community surrounding SHS and for the other purposes permitted by Paragraph 1.B above. U of L and the CEHD shall not use the Space for any other purposes, or permit any other organization or individuals to use the Space, without the prior written consent of JCPS. U of L and the CEHD and their employees, students and invitees shall have the right of access over the portions of the SHS property that are not included within the Space as shall be necessary for such persons to enter and leave the Space, and shall have the non-exclusive right to use the parking areas on the SHS property.
- B. For any mental health and counseling services rendered by U of L and the CEHD, JCPS, SHS, students, family members and other individuals shall not be charged any fees or costs, but U of L and the CEHD shall have the right to seek the payment of fees and costs for any mental health or counseling services from any third party payor responsible for such payment, including, but not limited to, insurance companies, and federal and state government programs.
- C. U of L and the CEHD shall be responsible for providing general and professional liability insurance coverage (which may be provided in whole or in part through a state or local government self-insurance program) for the individuals who provide services in the Clinic. U of L and the CEHD will provide JCPS with certificates of insurance upon request.
- D. U of L and the CEHD agrees that it shall not damage (excepting normal wear and tear), or substantially alter, the Space.
- E. U of L and the CEHD will inform the individuals who provide services in the Clinic that they are not entitled to wages from JCPS for their activities during the period when they use the Space to provide such services and that they will not be considered employees of JCPS during such period.
- F. U of L and the CEHD will require the individuals who provide services in the Clinic to complete a criminal records check in accordance with Kentucky state law and JCPS policies. Individuals convicted of or pleading guilty to sexual or drug offenses or any felony offense will not be eligible to provide services in the Clinic.

3. Mutual Duties

- A. Each party shall comply with all federal and state laws and regulations and all JCPS policies applicable to the provision of the services described in this Agreement, including without limitation the federal Family Educational

Rights and Privacy Act (FERPA), the Kentucky Educational Rights and Privacy Act (KFERPA), the federal Health Insurance Portability and Accountability Act (HIPAA), and JCPS policies and procedures for volunteers and visitors entering JCPS facilities.

- B. The respective administrative officers of JCPS and U of L who have responsibility for the implementation of this Agreement shall meet periodically during the term of this Agreement to evaluate the operation of the Clinic and discuss issues of mutual concern.

4. **Term**: This Agreement shall be effective commencing as of June 24, 2014 and shall terminate on June 30, 2016. The Agreement may be extended by mutual written agreement of JCPS and U of L.

5. **Termination**: Either party may terminate this Agreement prior to the end of its term by giving sixty (60) days prior written notice to the other party. If JCPS terminates this Agreement, U of L and the CEHD will be permitted in their discretion to continue to provide services in the Clinic during the period in which the sixty (60) day notice becomes effective.

6. **Amendment**: This Agreement may be modified or amended only by a written agreement signed by JCPS and U of L.

7. **Independent Parties**: JCPS and U of L are considered to be independent parties and neither shall be construed to be an agent or representative of the other, and therefore neither shall be liable for the acts or omissions of the other. Each party shall, however, be liable for any negligent or wrongful acts of its own employees, students and invitees.

8. **Captions**: Section titles or captions in this Agreement are inserted as a matter of convenience and reference, and in no way define, limit, extend, or describe the scope of this Agreement.

9. **Entire Agreement**: This Agreement contains the entire agreement between JCPS and U of L concerning the Clinic and it supersedes any and all prior agreements, either written or oral, regarding the same subject matter.

10. **Severability**: If a court of competent jurisdiction holds any provision of this Agreement unenforceable, such provision shall be modified to the extent required to make it enforceable, consistent with the spirit and intent of this Agreement. If such a provision cannot be so modified, the provision shall be deemed separable from the remaining provisions of this Agreement and shall not affect any other provision.

11. **Counterparts**: This Agreement may be executed in counterparts, in which case each executed counterpart shall be deemed an original, and all executed counterparts shall constitute one and the same instrument.

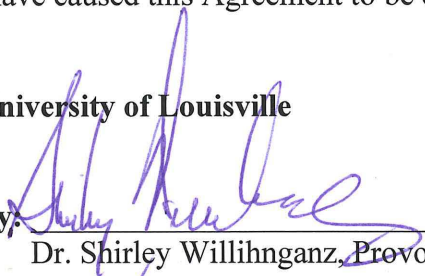
12. **Applicable Law:** This Agreement shall be governed by, and construed in accordance with, the laws of the Commonwealth of Kentucky.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed.

**Jefferson County Board of Education
Jefferson County Public Schools**

University of Louisville

By: _____
Dr. Donna Hargens, Superintendent


By: 
Dr. Shirley Willihnganz, Provost

Date: _____


Date: 4/2/14

Reviewed as to
Legality and Form By: 
Office of University Counsel

Date: 5/23/2014

Recommended By: 
Dr. W. Blake Haselton, Interim Dean
College of Education and Human Development

Date: 5/22/14

Recommended By: 
Dr. Jason Osborne, Chair
Department of Education and Counseling Psychology,
Counseling, and College Student Personnel
College of Education and Human Development

Date: 5/22/14

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