

**MEMORANDUM OF AGREEMENT
BETWEEN
JEFFERSON COUNTY BOARD OF EDUCATION
AND
SPENCERIAN COLLEGE
LOUISVILLE, KENTUCKY**

This Agreement is entered this August 26, 2014 between the Jefferson County Board of Education ("JCBE") and Spencerian College for the use of Jefferson County Public Schools' ("JCPS") facilities for the learning experiences of Spencerian College students. Spencerian College is ultimately responsible for the educational program of its students while they are assigned to the JCPS facilities.

The educational program for students at Spencerian College is arranged by the administration and faculty of the Spencerian College. Variations in the programs are determined by College policies, activities and student needs.

GENERAL TERMS OF AGREEMENT:

1. The terms of the Agreement shall be reviewed annually, during the spring semester of the academic year, or as the need arises, by the respective administrative officers of Spencerian College and JCPS.
2. This Agreement shall be effective beginning on August 26, 2014 and ending on August 26, 2015. This Agreement shall automatically renew for successive one-year terms for five (5) years terminating on August 26, 2019. This Agreement may be terminated immediately by mutual consent of the Parties or by either Party upon ninety (90) days written notice to the other party. If JCBE terminates this Agreement, Spencerian College will be permitted to complete the program curriculum for the semester in which the ninety (90) day notice becomes effective.
3. JCBE and Spencerian College are independent parties and neither shall be construed to be an agent or representative of the other party, and therefore have no liability for the acts or omissions of the other party. Nothing in this Agreement shall be deemed to create an employment relationship between JCBE and Spencerian College its faculty or students.
4. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky.

This Agreement contains the entire agreement between JCBE and Spencerian College and supersedes any and all prior agreements, either written or oral; provided, however, that any written agreements executed contemporaneously with the execution of this Agreement and incorporated herein by reference shall remain in full force and effect.

SPENCERIAN COLLEGE AGREES TO:

1. Provide adequate faculty for teaching Spencerian College students. Faculty members are ultimately responsible for the teaching, supervision, guidance, and evaluation of Spencerian College students.
2. Send to the JCPS Health Services Coordinator, at the beginning of the semester in which the students are to be assigned, a list of names of Spencerian College students who may be assigned to the JCPS facilities.

3. Initiate communication, through appropriate faculty members, with the Coordinator of JCPS Health Services or his/her designee in order to discuss learning experiences for Spencerian College students.
4. Verify that Spencerian College has completed a health history upon admission to the first clinical nursing course. Require students to provide additional information about their health status from a physician, if requested. Verify that students have had an annual TB skin test or chest x-ray and those students maintain a certification in CPR.
5. Require and verify that all Nursing School faculty staff and students are covered by professional liability insurance in amounts no less than \$1,000,000 per claim/\$3,000,000 aggregate per policy year and provide JCBE with a certificate of insurance upon request.
6. Meet at appropriate times with the Coordinator of JCPS Health Services and/or his/her designee to evaluate the clinical experience of nursing students and to review contractual agreements.
7. Inform students that they are not entitled to wages for their activities during the period of affiliation with JCBE and that they are not employees of the JCBE when they are assigned to use the JCPS facilities. Each individual assigned to JCPS facilities shall sign a statement acknowledging that they are not employed by JCBE.
8. Require all students and faculty to complete a Criminal Records Check per Spencerian College requirements.
9. Notify the JCPS Health Services Coordinator of variations in the schedule due to illness, inclement weather, etc.
10. Provide Nursing School prerequisite clinical documentation requirements to JCPS upon request.

JEFFERSON COUNTY BOARD OF EDUCATION AGREES TO:

1. Provide the use of clinical and educational facilities to teach nursing students in all levels of programs (i.e. undergraduate, graduate level students and nurse practitioner students, etc.) at Spencerian College. Such facilities shall be mutually agreed upon by JCPS administrative personnel, Spencerian College administrative personnel and faculty members of the Spencerian College. Such facilities shall be available annually during the fall and spring semesters of the academic year.
2. Provide the opportunity for Spencerian College students to engage in activities as described in Addendum A, which is attached and incorporated herein by reference.
3. When and where possible, provide the use of conference rooms, teaching and instructional areas, library facilities and resources, and locker and dressing room space.
4. Assist Spencerian College faculty and students with the interpretation of JCBE policies and procedures.
5. Ensure emergency medical treatment is provided to students if needed for illness or injuries suffered during clinical experiences. Such treatment shall be at the expense of the student or faculty member treated.

DISCRIMINATION

1. There shall be no discrimination on the basis of race, color, national origin, religion, creed, sex, age, disability, or veteran status in either the selection of students participating in the program, or as to any aspect of the clinical training in the program, provided, however, that with respect to disability, the disability must not be such as would, even with reasonable accommodation in and of itself, preclude the student's effective participation in the program.

GOVERNING LAW

1. This agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky.

SPENCERIAN COLLEGE

JEFFERSON COUNTY BOARD OF EDUCATION

Jan Gordon

Jan Gordon
Executive Director

Donna M. Hargens, Ed.D
Superintendent

7-9-14

Date

Date

“Addendum A”

During educational and/or clinical rotations with the Jefferson County Public Schools, the Spencerian College students’ activities may vary from school to school but will encompass the following activities and may involve other similar activities not listed below:

- reviewing diagnosis and patterns of absences
- reviewing screening results
- assisting with hearing, vision and scoliosis screenings and head lice checks (not school wide)
- providing classroom instruction on health topics such as hand washing, hygiene, nutrition, activity, etc.
- reviewing, assessing, and graphing height/weight
- assessing and reviewing nutritional/sleep patterns
- assisting with health related treatments-nebulizer treatments, g-tube feedings, diapering
- performing classroom observations upon request of school administrative staff
- accompanying school administrative staff on home visits
- conducting a community assessment and developing a resource manual for school staff and parents
- participating in immunization and physical clinics and assisting with reviewing and rewriting certificates (as authorized by JCPS health services staff)