

AGREEMENT
between
Jefferson County Board of Education
and
ATA COLLEGE

This Agreement is entered into as of this 13th day of December, 2017 between the JEFFERSON COUNTY BOARD OF EDUCATION, a political subdivision of the Commonwealth of Kentucky doing business as the Jefferson County Public Schools, with its principal place of business at 3332 Newburg Road, Louisville, Kentucky 40218 (hereinafter "JCPS"), and ATA COLLEGE, with its principal place of business at 10200 Linn Station Rd., Louisville, Kentucky 40223 (hereinafter "ATA COLLEGE").

WHEREAS, JCPS is a school district that operates a system of elementary and secondary schools, including the provision of nursing services to JCPS students through school nurses employed by JCPS; and

WHEREAS, ATA COLLEGE is a private nursing college that desires for its nursing students to obtain learning experiences by working with JCPS school nurses; and

WHEREAS, JCPS desires to collaborate with ATA COLLEGE for the provision of learning experiences for ATA COLLEGE nursing students.

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

1. Duties of ATA COLLEGE:

- a. ATA COLLEGE agrees that ATA COLLEGE, through its nursing faculty, is solely responsible for teaching nursing to the ATA COLLEGE nursing students, and ATA COLLEGE faculty are ultimately responsible for the teaching, supervision, guidance and evaluation of ATA COLLEGE nursing students.
- b. ATA COLLEGE agrees to initiate communication, through appropriate ATA COLLEGE faculty and/or staff members, with the JCPS Coordinator of Health Services in order to discuss learning experiences for ATA COLLEGE nursing students.
- c. ATA COLLEGE agrees to send the JCPS Coordinator of Health Services, at least 30 days before the first day in which ATA COLLEGE nursing students will be assigned to JCPS facilities as provided in this Agreement, a list of the names of ATA COLLEGE nursing students who may be assigned to JCPS facilities.
- d. ATA COLLEGE agrees that it will require all ATA COLLEGE nursing students, and any other ATA COLLEGE employees, volunteers or contractors performing services under this Agreement, to have on file a

Criminal Records Check, per Kentucky law and JCPS requirements, completed no more than five years ago. ATA COLLEGE nursing students, and any other ATA COLLEGE employees, volunteers or contractors convicted of any of the following, per JCPS Board Policy 03.6, shall not be permitted to perform services under this Agreement:

- Any conviction for sex-related offences;
 - Any conviction for offenses against minors;
 - Any conviction for felony offenses, except as provided below;
 - Any conviction for deadly weapon-related offenses;
 - Any conviction for drug-related offenses, including felony drug offenses, within the past seven years;
 - Any conviction for violent, abusive, threatening or harassment related offenses;
 - Other convictions determined by the Superintendent/designee to bear a reasonable relationship to the ability to perform services under this Agreement.
- e. ATA COLLEGE will be responsible for providing general and professional liability insurance coverage for the ATA COLLEGE nursing students who provide services in JCPS facilities, in amounts reasonably requested from time to time by JCPS. ATA COLLEGE will provide JCPS with evidence of such coverages upon request.
- f. ATA COLLEGE will provide JCPS upon request with the immunization and tuberculin test records of the ATA COLLEGE nursing students who provide services in JCPS facilities.
- g. ATA COLLEGE will inform the ATA COLLEGE nursing students who provide services in JCPS facilities that they are not entitled to wages from JCPS for their services, that they will not be considered employees of JCPS, and that they will not have workers compensation insurance coverage from JCPS.
- h. ATA COLLEGE will comply, and will instruct the ATA COLLEGE nursing students to 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, as amended, 20 U.S.C. sec. 1232g and implementing regulations in Title 34 of the Code of Federal Regulations ("FERPA"), the Kentucky Family Educational Rights and Privacy Act,

KRS 160.700 to 160.730, the federal Health Insurance Portability and Accountability Act and implementing regulations in Title 45 of the Code of Federal Regulations, Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act, and JCPS policies and procedures for volunteers and visitors entering JCPS facilities. JCPS has the right to request ATA COLLEGE to withdraw any ATA COLLEGE nursing student from the program whose conduct is not, in the sole opinion of the administrative staff of JCPS, in compliance with any such laws, regulations or policies.

2. Duties of JCPS:

- a. JCPS will assign ATA COLLEGE nursing students to appropriate JCPS facilities at which JCPS school nurses provide nursing services to JCPS students. Such assignments shall be mutually reviewed for each JCPS semester by JCPS administrative personnel and ATA COLLEGE administrative personnel, but JCPS shall make the final decisions regarding such assignments.
- b. JCPS school nurses will provide appropriate opportunities for ATA COLLEGE nursing students to obtain learning experiences by observing and assisting JCPS school nurses. JCPS school nurses and other JCPS administrative staff will have the right to determine and to limit the tasks which ATA COLLEGE nursing students may perform and to determine and limit the access of ATA COLLEGE nursing students to education and health records of JCPS students.
- c. JCPS will provide periodic written reports to ATA COLLEGE concerning the progress and accomplishments of the ATA COLLEGE nursing students who provide services under this Agreement; provided, the evaluation and assignment of grades to ATA COLLEGE nursing students is the responsibility of ATA COLLEGE.
- d. JCPS will be responsible for any necessary communications with parents and/or guardians regarding the services performed by ATA COLLEGE nursing students under this Agreement.
- e. JCPS will obtain any necessary written authorizations or permissions from parents and/or guardians of JCPS students to approve their receiving services from ATA COLLEGE nursing students under this Agreement. JCPS will share such authorizations or permissions with ATA COLLEGE.
- f. JCPS administrative personnel will assist ATA COLLEGE nursing students, and any other ATA COLLEGE employees, volunteers or contractors, with the interpretation of applicable JCPS policies and procedures for volunteers and visitors entering JCPS facilities.
- g. JCPS will maintain all-risk property and casualty insurance coverage

(which may be provided in whole or in part by the JCPS self-insurance program) with respect to the facilities in which ATA COLLEGE nursing students will provide services and commercial general liability insurance coverage in appropriate amounts and will provide ATA COLLEGE with evidence of such coverages upon request.

- h. JCPS acknowledges that the education records of ATA COLLEGE nursing students are protected by FERPA. JCPS will comply with the requirements of FERPA and protect the privacy of any education records of any ATA COLLEGE nursing student provided to JCPS.

3. Mutual Duties of JCPS and ATA COLLEGE:

- a. Neither party shall have any obligation to make any payment to the other party in consideration for this Agreement.
- b. JCPS and ATA COLLEGE agree not to discriminate in the assignment or treatment of ATA COLLEGE nursing students 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, or disability.
- c. JCPS and ATA COLLEGE agree that no JCPS student shall be denied equal educational opportunities or nursing services because of his or her 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, or disability.
- d. Neither party shall acquire any proprietary or other rights in or to use the names, logos, symbols and other identifying marks of the other party by virtue of this Agreement, unless otherwise approved in writing prior to use. Each party shall have the right to review and approve any public announcement by the other party regarding this Agreement.
- e. The respective administrative officers of JCPS and ATA COLLEGE who have responsibility for the implementation of this Agreement shall meet periodically during the term of this Agreement to evaluate the operation of the program and discuss issues of mutual concern.

4. Term:

This Agreement shall be effective for five (5) JCPS fiscal years commencing on December 13, 2017 and ending on December 13, 2022.

5. Termination:

The Agreement may be terminated by either party with or without cause upon no less than 60 days written notice to either party. This Agreement may be terminated immediately by JCPS

upon ten business days written notice to ATA COLLEGE for its failure to cure a material breach of this Agreement.

6. Modification:

No waiver, alteration or modification of the provisions of this Agreement shall be binding unless in writing and mutually agreed upon by both JCPS and ATA COLLEGE.

7. Independent Parties:

In the performance of the duties and obligations imposed on each party by this Agreement, it is mutually understood and agreed that ATA COLLEGE is at all times acting as an independent contractor with respect to JCPS, and neither party shall be construed to be an agent or representative of the other party. Except as provided herein, JCPS shall not have any control or direction over the manner, methods or means by which ATA COLLEGE performs its work and functions.

8. Captions:

Section titles or captions contained in the Agreement are inserted only as a matter of convenience and reference and in no way define, limit, extend or describe the scope of this Agreement or the intent of any provisions hereof.

9. Entire Agreement:

This Agreement contains the entire agreement between JCPS and ATA COLLEGE and supersedes any and all prior agreements executed contemporaneously with the execution of the Agreement and incorporated herein by reference shall remain in full force and effect. Neither this Agreement nor any of the respective rights or obligations of either party under this Agreement may be assigned, sublet, or otherwise disposed of, in whole or in part, by either party without the prior written consent of the other party,

10. Severability:

If any 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 provisions of the Agreement.

11. Counterparts:

This Agreement may be executed in counterparts, in which case each executed counterpart shall be determined 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. The venue of any proceeding brought by any Party to enforce the terms of this Agreement shall be the court of appropriate jurisdiction of Jefferson County, Kentucky.

13. Indemnification

To the extent permitted by law, JCPS shall indemnify and hold ATA COLLEGE harmless from any and all claims, demands, liabilities, damages, and expenses connected therewith for injury to persons or damages to property caused by the acts, omissions, or negligence of JCPS, its agents, servants, or employees. ATA COLLEGE shall indemnify and hold JCPS harmless from and against any and all claims, demands, liabilities, damages, and expenses connected therewith for injury to persons or damages to property caused by the acts, omissions, or negligence of ATA COLLEGE, its agents, servants, or employees. If the indemnification provisions are determined to be inapplicable under this clause, such inapplicability shall not affect either party's right to pursue common law indemnification or contribution claims. This indemnification shall survive and continue in full force and effect, notwithstanding the expiration or termination of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the first date written above.

**JEFFERSON COUNTY BOARD OF
EDUCATION:**

By: _____
Martin A. Pollio Ed.D,
Acting Superintendent

Date: _____

ATA COLLEGE

By: Donald A. Jones
Donald A. Jones
CEO/President

Date: 10/27/17

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