

SPALDING UNIVERSITY AFFILIATION AGREEMENT

THIS AFFILIATION AGREEMENT ("Agreement") is made and entered into as of the 1 day of July , 2018 , by and between Spalding University, a non-profit Kentucky corporation ("University"), and Bullitt County Public Schools ("Facility").

WHEREAS, pursuant to the University's mission statement, the University desires to provide a comprehensive service learning experience for students enrolled at the University; and

WHEREAS, the Facility desires to aid in the development of University students by serving as a venue for such service learning experience.

NOW, THEREFORE, in consideration of the foregoing premises, the covenants and agreements hereinafter set forth and the mutual benefits to be derived therefrom, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the parties hereto hereby agree as follows:

1. TERM; TERMINATION. The term of this Agreement shall be one year, ~~terminating on the date of the last day of the month of June, 2019; and, if this Agreement shall~~ automatically renew for successive one-year terms unless terminated in writing with at least 30 days notice prior to the next renewal date. Notwithstanding the foregoing, either party may terminate this Agreement for any reason by providing the other party with 30 days written notice of termination.

2. FACILITY RESPONSIBILITIES. Facility agrees as follows:

- A. To provide placements for University students. The number of students and the hours of work for each student shall be mutually agreed upon by the University and the Facility and shall be dependent upon the parties' needs and abilities to provide a meaningful learning experience.
- B. To provide a broad range of service learning experiences, as applicable, that are planned, organized and administered by qualified staff of the Facility and consistent with the University's objectives and curriculum. The educational goals and objectives for each student and/or group of students shall be set forth in writing in a Field Learning Plan which shall be submitted to the Facility by the University on or before a student's first day of placement.
- C. To (i) introduce and orient students to the Facility's objectives, structure, rules, policies, and procedures; (ii) identify the types of information or incidents that must be reported immediately to Facility representatives; (iii) inform students of any safety or security issues inherent in the work to be performed at the Facility and provide reasonable training to prevent injuries; (iv) to notify students of any other important information relevant to the

Facility; and (v) provide adequate equipment, office space and/or supplies to meet the educational goals of the placement.

- D. To provide (i) all reasonable information requested by the University on a student's performance, and (ii) an ongoing evaluation of student progress, including periodic conferences with the student and completion of written evaluations to be provided by the University.
- E. To appoint a Facility representative to facilitate communication among the University, the Facility and the student(s); and to work collaboratively with the University to continually assess the nature and quality of the educational experience created by the University and the Facility's affiliation.
- F. To retain ultimate responsibility for the provision of all care and services provided to patients/clients of the Facility, including when such care is rendered by a student.
- G. To provide emergency healthcare to students (and faculty, if applicable) for illness or injuries occurring while on duty at the Facility. Such treatment shall be at the expense of the student or faculty member treated.
- H. That student educational records are protected by the Family Educational Rights and Privacy Act (FERPA), and that student permission must be obtained prior to releasing any student specific data to anyone other than the University.
- I. Indemnify, defend and hold harmless the University, its officers, employees, agents and representatives from and against any and all claims, liabilities, losses, lawsuits, judgments and expenses, including attorneys fees and court costs, arising directly or indirectly from any act or failure to act by the Facility or any of its employees which may occur during or arise out of the performance of this Agreement. This provision shall survive the termination of this Agreement.

3. UNIVERSITY RESPONSIBILITIES. University agrees as follows:

- A. To appoint a faculty representative to facilitate communication among the University, the Facility and the student(s); and to work collaboratively with the Facility to continually assess the nature and quality of the educational experience created by the University and the Facility's affiliation.
- B. To provide the Facility, prior to the placement of a student, a copy of the academic calendar which shall include dates for the beginning and end of the placement and dates and times during which the student shall be excused from field placement.
- C. To retain ultimate responsibility for assigning student grades.

- D. To ensure that students understand that they are not (i) employees of the Facility; (ii) entitled to wages or benefits; (iii) covered by workers' compensation, unemployment compensation or other laws or regulations governing the rights of employees.
- E. To notify students of their obligation to comply with the Facility's rules, policies and procedures, including, if applicable, the use and disclosure of individually identifiable health information as defined in the Health Insurance Portability and Accountability Act of 1996. Solely for the purpose of defining faculty and student roles in relation to the use and disclosure of the Facility's protected health information, such faculty and students shall be considered to be members of the Facility's workforce (as such term is defined in 45 CFR 160.103) when engaged in activities pursuant to this Agreement. However, such faculty and students are not and shall not for any other purpose be considered to be employees of the Facility.
- F. To withdraw any student from the placement that the Facility deems to be unsatisfactory to the Facility, in the Facility's sole and absolute discretion. Notices of any such withdrawal shall be provided to the University in writing and shall state the specific reason for the withdrawal.
- G. Indemnify, defend and hold harmless the Facility, its officers, employees, agents and representatives from and against any and all claims, liabilities, losses, lawsuits, judgments and expenses, including attorneys fees and court costs, arising directly or indirectly from any act or failure to act by the University or any of its employees which may occur during or arise out of the performance of this Agreement. This provision shall survive the termination of this Agreement

4. MUTUAL RESPONSIBILITIES. Facility and University agree as follows:

- A. To comply with all federal, state and local laws and regulations applicable to the parties and their activities hereunder.
- B. Neither party shall in the performance of such party's obligations under this Agreement discriminate against any individual on the basis of race, color, national origin, age, disability, religion, sex, pregnancy, sexual orientation, gender identity, marital status, military status, veteran status or other protected status.
- C. That a student may be withdrawn from the placement at any time by the University for good cause including, but not limited to failure to meet any academic requirements, unprofessional or unethical behavior, or personal or medical emergency. Notices of any such withdrawal shall be provided to the Facility in writing as soon as practicable.

- D. To provide and maintain such records and reports as are reasonably requested by the opposite party.
- E. That at any time and from time to time, each party will, without further consideration, take any actions and execute and deliver any documents as any other party may reasonably request to effectuate the purposes of this Agreement.
- F. That none of the provisions of this Agreement are intended to create, nor shall be deemed or construed to create, any relationship between the Facility and University other than that of independent entities contracting with each other. Furthermore, no employment relationship between (i) the Facility and its employees and (ii) the University, its students and faculty is created.
- G. That this Agreement is not exclusive and that the University shall be free to enter into similar agreements with other facilities and that the Facility shall be free to enter into similar agreements with other educational institutions.
- H. That this Agreement may be signed in any number of counterparts, each of which will be deemed to be an original, but all of which together will constitute one and the same agreement.
- I. That this Agreement sets forth the entire agreement of the parties with respect to the subject matter hereof, supersedes all existing agreements between them concerning that subject matter, and may be modified or amended only by a written instrument signed by each party.
- J. That this Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky.

[END OF TEXT]

IN WITNESS WHEREOF, the undersigned parties have executed this Agreement as of the date first written above.

"FACILITY"

Name of Facility

Bullitt County Public Schools
1040 Highway 44 East
Shepherdsville, KY 40165

Address

By: _____
Jesse Bacon

Title: Superintendent

Date: _____

"UNIVERSITY"

SPALDING UNIVERSITY, INC.

By: Patricia Spurr
Patricia Spurr, Ed.D., MSN, CNE, FRE
Associate Dean – School of Professional
Nursing and Social Work

By: Joanne Berryman
Joanne M. Berryman, Ed.D., MSN, RN,
FACHE, Provost

Date: 6/14/2018

Affiliation agreement – Bullitt County Public Schools

This agreement is renewed yearly.



Barbara Carter

June 4, 2018

RECEIVED

JUN 25 2018

BY: _____

