

**MEMORANDUM OF AGREEMENT
BETWEEN
JEFFERSON COUNTY BOARD OF EDUCATION AND
JEFFERSON COMMUNITY AND TECHNICAL COLLEGE**

This Agreement is entered this August 7, 2019, between the Jefferson County Board of Education ("JCBE") doing business as Jefferson County Public Schools (hereinafter "JCPS") a political subdivision of the Commonwealth of Kentucky, with its principal address as 3332 Newburg Road, Louisville, Kentucky 40218 and Jefferson Community and Technical College (hereinafter "JCTC"), with its principal address as 109 E. Broadway, Louisville, Kentucky 40202 for the use of Jefferson County Public Schools' ("JCPS") facilities for the learning experiences of Allied Health and Nursing students. JCTC is ultimately responsible for the educational program of its students while they are assigned to the JCPS facilities.

The educational program for students at JCTC is arranged by the administration and faculty of the college. Variations in the programs are determined by University 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 JCTC and JCPS.
2. This Agreement shall be effective beginning on August 7, 2019 and ending on August 7, 2020. This Agreement may be renewed by written Addendum for successive one-year terms for three (3) years terminating on August, 2024. 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, the JCTC students will be permitted to complete the program curriculum for the semester in which the ninety (90) day notice becomes effective.
3. JCBE and JCTC 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 JCTC, its faculty or students.
4. JCPS will instruct all individuals performing services on JCPS school premises during JCPS school hours under this Agreement to provide to JCPS staff a Criminal Records Check, per KRS 160.380 and JCPS requirements, completed no more than five years ago. Individuals convicted of any of the following, per JCPS Board Policy 03.6, shall not be permitted to perform service on JCPS premises:

- 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 on JCPS school premises during JCPS school hours under this Agreement.

JCTC Faculty serving at JCPS will additionally be required to have a letter from the Cabinet for Health and Family Services stating no findings of substantiated child abuse or neglect found through a background check of child abuse and neglect records maintained by the Cabinet for Health and Family Services.

5. 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 JCTC 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.

JCTC AGREES TO:

1. Provide adequate faculty for teaching JCTC Allied Health and Nursing students. Faculty members are ultimately responsible for the teaching, supervision, guidance, and evaluation of JCTC 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 JCTC and Nursing 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 JCTC nursing students.
4. JCTC shall notify all students and faculty performing services on JCPS school premises during JCPS school hours under this Agreement of JCPS's background check requirements. Students and faculty shall be responsible for providing the required documents to JCPS staff.
5. Verify that JCTC Allied Health and Nursing students have completed a health history

upon admission to the first clinical course. Instruct 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.

8. Require and verify that all Allied Health and 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.
9. Meet at appropriate times with the Coordinator of JCPS Health Services and/or his/her designee to evaluate the clinical experience of JCTC's students and to review contractual agreements.
10. 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.
11. Notify the JCPS Health Services Coordinator of variations in the schedule due to illness, inclement weather, etc.
12. Provide Allied Health and Nursing School prerequisite clinical documentation requirements to JCPS upon request.

JEFFERSON COUNTY BOARD OF EDUCATION AGREES TO:

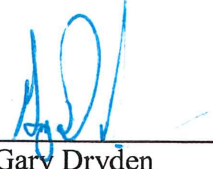
1. Provide the use of JCPS facilities to nursing students in all levels of programs (i.e. undergraduate, graduate level students and nurse practitioner students, etc.) at JCTC. Such facilities shall be mutually agreed upon by JCPS administrative personnel, JCTC administrative personnel and faculty members. Such facilities shall be available annually during the fall and spring semesters of the academic year.
2. Provide the opportunity for JCTC Allied Health and Nursing 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 JCTC 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. JCPS and JCTC agree that no JCPS student shall be denied equal educational opportunities or health 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.

SIGNATURES OF NEXT PAGE

_____/_____/2019
Dr. Martin Pollio
Superintendent
Jefferson County Public Schools

_____/_____/2019
Gary Dryden
VP of Administration and Chief Financial Officer
Jefferson Community and Technical College

"Addendum A"

Jefferson Community and Technical College Statement of Agreement

During educational and/or clinical rotations with the Jefferson County Public Schools, the JCTC Allied Health and Nursing 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
- 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)