

**FIRST AMENDMENT
TO THE AFFILIATION AGREEMENT**

BETWEEN

**UNIVERSITY OF LOUISVILLE
AND
JEFFERSON COUNTY BOARD OF EDUCATION
d/b/a JEFFERSON COUNTY PUBLIC SCHOOLS (JCPS)**

This First Amendment (the "Amendment") to the Affiliation Agreement (hereinafter the "Agreement") dated February 26, 2020, by and between the University of Louisville ("UofL") and Jefferson County Public Schools ("JCPS") is entered in to this 5th day of August 2020. Capitalized terms not defined herein will have the meanings assigned to them in the original Agreement.

WHEREAS, pursuant to Section 6 of the Agreement, the parties may modify the Agreement by written amendment; and

WHEREAS, the parties now desire to modify the means by which they will perform their obligations under the Agreement;

NOW, THEREFORE, the parties agree to modify the Agreement as follows:

1. After the last section of the Agreement, add new Section 13, to read:

"Remote Clinical Experience. The parties hereby agree that each may be permitted to perform its obligations under this Agreement remotely. Specifically, UofL/CEHD may perform its duties under Section 2.A-B of the Agreement to provide mental health and counseling services to Shawnee students, their families, and individuals living in the area surrounding Shawnee, through telehealth platforms, provided that any such platform used shall meet all applicable requirements under the laws and regulations governing the use of telehealth platforms."

All other terms and conditions of the original Agreement are unaffected and shall remain in full force and effect.

2. This Amendment shall be effective on the date it is signed by both parties.

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

University of Louisville

Jefferson County Public Schools

By: **Beth Boehm**
Executive Vice President
And University Provost

By: **Marty Pollio**
Superintendent

Date:

Beth A. Boehm
7/18/2020

Date: _____

REVIEWED FOR CONTENT AND FORM:



Sherrie L. Martin
Attorney
Office of University Counsel

RECOMMENDED BY:



Amy S. Lingo, Ed.D.
Interim Dean
College of Education and Human Development

Mark M. Leach, Ph.D.

Mark Leach, Chair, Ph.D.
Department of Educational Counseling
& Human Development

A.M.H. 2.11.2020

MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT ("Agreement") is entered into February 26, 2020 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 Academy @ Shawnee ("Shawnee") 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 Cardinal Success Program (CSP) in space provided by JCPS at SHAWNEE. JCPS and U of L believe the presence of the CSP at SHAWNEE will greatly benefit SHAWNEE, 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 SHAWNEE:**

- A. JCPS will provide three offices and a conference room on the first floor of SHAWNEE (the "Space") for use by the CEHD as the Clinic on the terms and conditions set forth in the 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 SHAWNEE students, their families and individuals living in the community surrounding SHAWNEE Monday through Friday, from 8:00 a.m. - 8:00 p.m. throughout the calendar year.
- C. JCPS and SHAWNEE 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.
- D. JCPS and SHAWNEE 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.
- E. JCPS and SHAWNEE 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.
- F. JCPS shall be responsible for providing routine cleaning and janitorial services for the Space.
- G. 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.
- H. JCPS will assist U of L and CEHD and their employees, students and invitees with the interpretation of applicable JCP policies and procedures for volunteer 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 SHAWNEE students, their families and individuals living in the community surrounding SHAWNEE 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 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 SHAWNEE 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 SHAWNEE property.
- B. For any mental health and counseling services rendered by U of L and the CEHD, JCPS, SHAWNEE students, family 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. Require all SCHC employees/volunteers/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. Employees/contractors convicted of any of the following, per JCPS Board Policy 03.6, shall not be considered:
 - Any conviction for sex-related offenses;
 - 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.
- F. UofL shall require all faculty performing services on JCPS school premises during JCPS school hours under this Agreement to submit per KRS 160.380 to a national and state criminal history background check by the Department of Kentucky State Police and the Federal Bureau of Investigation and have a letter, provided by the individual, from The Cabinet for Health and Family Services stating no findings of substantiated child abuse and neglect records maintained by the Cabinet for Health and Family Services

3. Mutual Duties:

- A. Each party shall not discriminate 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, disability, or limitations related to pregnancy, childbirth, or related medical conditions.
- B. 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.
- C. The respective administrative offices 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.

3. Use of Technology: U of L will supply technology including, but not limited to, computers, tele-conferencing equipment and video recording devices to support the work of the CSP. This technology will remain the property of U of L and may be removed at any time at U of L's discretion. JCPS will cooperate in any way possible to allow this technology to operate within their environment.

4. Term: This Agreement shall be effective commencing as of February 26, 2020 and shall terminate on June 30, 2021. 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 the 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 CSP 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.

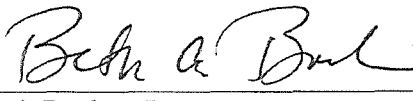
12. **Applicable Law:** This Agreement shall be governed by, and construed in accordance with, the laws of the Commonwealth of Kentucky.

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

Jefferson County Board of Education

University of Louisville

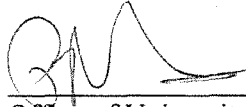
By: 
Dr. Marty Pollio, Superintendent

By: 
Dr. Beth Boehm, Provost

Date: 2/26/20


Date: 1/27/2020

Reviewed as to

Legality and Form By: 

Office of University Counsel

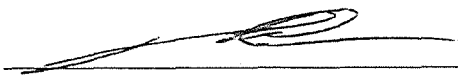
Date: 1/27/2020

Recommended By: 

Dr. Amy Lingo, Acting Dean

College of Education and Human Development

Date: 1/24/20

Recommended By: 

Dr. Mark Leach, Chair

Department of Counseling & Human Development,

College of Education and Human Development

Date: 1/24/20

Exhibit A

DESCRIPTION OF SERVICES

1. Contractor shall provide behavioral health services and psychological assessments to students, staff, and faculty at The Academy@Shawnee as well as their families, via student clinicians or licensed faculty working at the University of Louisville, Cardinal Success Program, as follows:

- a) Upon availability, make a Counselor (the "Counselor") available to provide group and individual behavioral health services and psychological assessments within The Academy@Shawnee;
- b) Determine in Contractor's sole discretion, the appropriate type of services for each individual student, staff, or faculty's need (i.e., group or individual counseling, psychological assessment), the appropriate size of any group counseling sessions, and the frequency of all sessions;
- c) Collaborate with JCPS to identify and contact students and their guardians who may benefit from behavioral health services and psychological assessments;
- d) Obtain written permission and information from students and guardians or staff/faculty using forms provided by Contractor;
- e) Assess student, staff, or faculty's needs with respect to group or individual counseling and psychological assessment;
- f) Provide all materials for the provided services; and
- g) Communicate with guardians and staff and faculty at The Academy@Shawnee regarding students' behavioral health and psychological assessment needs and progress, as well as facilitate family sessions and parental coaching, as appropriate and needed.