

AMENDMENT TO MEMORANDUM OF UNDERSTANDING

THIS AMENDMENT TO MEMORANDUM OF UNDERSTANDING (hereinafter "Amendment") is entered by and between the Jefferson County Board of Education, a political subdivision of the Commonwealth of Kentucky doing business as the Jefferson County Public Schools (hereinafter "JCPS"), and University of Louisville (hereinafter "University").

WHEREAS, The Parties have entered into a Memorandum of Understanding between JCPS and University effective July 20, 2022 related to the Dental Assistant Career Pathway at Central High School (the "MOU") and

WHEREAS, the Parties wish to extend the MOU to allow for more flexibility in the number of participating JCPS students;

THEREFORE, the Parties wish to amend the MOU;

This Amendment hereby amends Paragraph I Clinical Mentorship. Paragraph I Clinical Mentorship shall read:

Subject to the terms and conditions set forth herein, both Parties will agree on a number of students participating in the Clinical Mentorship Program ("JCPS Students") annually. JCPS shall select its students based on Central's Responsibilities. Central High School shall identify and guide eligible students and take such other action as UofL may reasonably request to effectively operate and maintain the program.

The JCPS Students will have the opportunity to observe clinical patient interactions through those University personnel identified by the University prior to the commencement of this MOU. Any University personnel participating in the Clinical Mentorship Program shall complete the required training per the University's Youth Protection Program, and any other training deemed appropriate by the University.

All other provisions of the MOU shall remain unchanged. This Amendment is the entire agreement of the parties regarding modifications of the MOU provided herein, supersedes all prior agreements and understandings regarding such subject matter, may be modified only by a writing executed by the parties. In the event of any conflict between the terms of the MOU and this Amendment, the provisions of this Amendment shall control.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment to be effective as of July 26, 2023.

Jefferson County Public Schools:

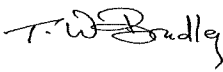
By: _____

Dr. Martin A. Pollio

Superintendent

Date:

University of Louisville

By:  _____

T.G. Bradley

Interim Executive Vice President and

University Provost

7/14/2023

Date: _____

MEMORANDUM OF UNDERSTANDING

By and Between
Jefferson County Public Schools and University of Louisville

THIS MEMORANDUM OF UNDERSTANDING ("MOU") is made and entered into as of the 20th day of July, 2022 ("Effective Date"), by and between the University of Louisville, on behalf of its School of Dentistry ("University"), and the Jefferson County Public Schools System, on behalf of Central High School ("JCPS").

RECITALS

WHEREAS, the University and JCPS desire to collaborate to establish an opportunity for JCPS students pursuing the dental assistant career pathway to participate in mentorships with University faculty, staff, and students in the clinical practice by observing clinical patient interactions ("Clinical Mentorship Program"), and to develop radiography skills through hands-on learning (the "Radiography Development") (the Clinical Mentorship Program and Radiography Development are collectively referred to as the "Collaboration").

NOW, THEREFORE, in consideration of the promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows.

AGREEMENT

- I. **Clinical Mentorship Program.** Subject to the terms and conditions set forth herein, the University agrees to permit up to five (5) JCPS students to participate in the Clinical Mentorship Program ("JCPS Students") annually JCPS shall select its students based on **Central's Responsibilities**. Central High School shall identify and guide eligible students and take such other action as UofL may reasonably request to effectively operate and maintain the program.

The JCPS Students will have the opportunity to observe clinical patient interactions through those University personnel identified by the University prior to the commencement of this MOU. Any University personnel participating in the Clinical Mentorship Program shall complete the required training per the University's Youth Protection Program, and any other training deemed appropriate by the University.

- II. **Radiography Development.** Subject to the terms and conditions set forth herein, the University agrees allow the JCPS Students, along with a JCPS personnel representative, to access University space for the purpose of developing radiography skills. For the Radiography Development component of the Collaboration, JCPS shall provide all necessary equipment, including, but not limited to, mannikins and sensors, for the JCPS Students. JCPS students shall be supervised at all times by the designed JCPS personnel. JCPS shall maintain appropriate insurance on the equipment, and agrees to restore the space to its original condition, ordinary wear and tear excepted. The University shall not

have any obligation to maintain, repair or insure the equipment used in Radiography Development. JCPS represents the space is sufficient for the Radiography Development.

III. **University's Responsibilities.** In addition to those obligations expressly referenced in other sections of this MOU:

- a. The University will retain full responsibility for the care of patients and will maintain administrative and professional supervision of JCPS Students insofar as their presence affects the operation of the University and/or the direct or indirect care of patients.
- b. The parties agree that the University may remove a JCPS Student or personnel member from participation in the Collaboration on-site at the University for any cause deemed sufficient by the University, provided, however, the University shall not act arbitrarily.
- c. The University shall cooperate with JCPS in the ways and means of meeting Collaboration objectives and competencies.
- d. The University shall take such further actions as are reasonably required in the coordination of the Collaboration.

IV. **JCPS' Responsibilities.** In addition to those obligations expressly referenced in other sections of this MOU:

- a. JCPS shall select and send for participation in the Collaboration only those JCPS Students who have completed and agreed to all requirements contained herein, and as required by JCPS' Dental Assistant career pathway.
- b. JCPS shall cooperate with the University in the ways and means of meeting Collaboration objectives and competencies.
- c. JCPS will inform all JCPS Students and personnel participating in the Collaboration at the University of the content of the "Statement of Confidentiality and Release Agreement", attached hereto and incorporated herein, and will require all such individuals to sign the Statement prior to commencing their participation in the Collaboration at the University.
- d. JCPS agrees that its students, employees, instructors and faculty advisors participating in the Collaboration will maintain the confidentiality and security of, as well as safeguard confidential information of the University, including without limitation, policies, procedures, trade secrets, trade information, business practices, information systems, security passwords, financial information and proprietary information, patient information, medical records and patient identifiers ("Confidential Information"), and shall not disclose such Confidential Information or make it available to any person or use it in any way other than as contemplated by this MOU. JCPS, its employees, students, instructors, and faculty advisors shall further report to the University any use or disclosure of Confidential Information

that it becomes aware of that is not authorized by this MOU. JCPS shall advise its students, employees, instructors and faculty advisors of these obligations to maintain privacy and security, to safeguard, not to disclose and to report unauthorized disclosures of Confidential Information, which shall survive the termination of this MOU. The University agrees to provide participating instructors, advisors, and students with training on the applicable security and privacy standards.

In the event that JCPS, its students, employees, instructors or faculty advisors fail to comply with this provision, the University may immediately terminate this MOU, in addition to seeking other remedies available to it at law or equity. JCPS agrees to comply with and to cause its students, employees, instructors, and faculty advisors to comply with the Health Insurance Portability and Accountability Act (HIPAA), and regulations promulgated thereunder, as well as other state and federal laws and regulations related to the security, protection, and privacy of individually identifiable health care information.

- e. JCPS shall take such further actions as are reasonably required in the coordination of the Collaboration.

V. **Finances.** There are no financial obligations for the Collaboration described herein for either party.

VI. **Insurance.** University maintains commercial general liability insurance \$1,000,000 each occurrence and \$3,000,000 aggregate, along with an internship and professional liability insurance policy \$1,000,000 each occurrence and \$2,000,000 aggregate.

JCPS will maintain commercial general liability or self-insurance for claims arising from third party liability.

VII. **Liability.** To the extent permitted by law, each party agrees to indemnify and hold the other party harmless from any and all claims, demands, liabilities, damages, and expenses connected therewith for injury to persons or damages to property caused or asserted to have been caused by the negligence of each party, its agents, representatives or employees. JCPS agrees that, for purposes of this section only, Students participating in the Collaboration shall be considered as its representatives.

VIII. **Compliance with Applicable Law and University Policies and Procedures.** In addition to those obligations expressly referenced in other sections of this MOU, the parties agree to maintain the confidentiality of student educational records and personal information in accordance with and pursuant to the Federal Educational Rights and Privacy Act (FERPA) and other applicable state and federal laws. For the purposes of this MOU, pursuant to FERPA, JCPS hereby designates the University as a school official with a legitimate educational interest in the educational records of JCPS Students to the extent that access to the JCPS Students' records is required by the University to carry out the Collaboration.

JCPS shall cause its students and personnel participating in the Collaboration to adhere to all applicable University and School of Dentistry policies and procedures during the Term

of this MOU, including but not limited to the University's COVID-19 response and the School of Dentistry's COVID-19 vaccine mandate.

- IX. **Term and Termination.** This MOU shall commence on the Effective Date hereof, and shall continue in full force and effect for an initial term of five (5) years ("Term"). Either party may terminate this MOU with or without cause by providing the other with thirty (30) days' prior written notice.
- X. **Equal Opportunity.** The parties agree that each shall provide equality of educational opportunity for all persons regardless of race, sex, age, color, national origin, ethnicity, creed, religion, diversity of thoughts, disability, genetic information, sexual orientation, gender, gender identity and expression, marital status, pregnancy or veteran status – except where sex, age or ability represent bona fide educational qualifications or where marital or veteran status are statutorily defined eligibility criteria for Federal or State benefit programs.
- XI. **Marketing.** To promote the Collaboration, the parties may use the names, marks and/or logos of each with prior written approval, which shall be given on behalf of UofL by its Office of Communications and Marketing. Upon termination or expiration of this MOU, each party shall cease use of the others' names, marks and/or logos immediately.
- XII. **Notices.** Any notices required or permitted to be given per this MOU must be (i) given in writing, and (ii) personally delivered or mailed, by prepaid, certified mail or overnight courier, or transmitted by facsimile or electronic mail transmission, to the party to whom such notice is directed, to the mailing address, facsimile or electronic mail address of such party as follows:

To University:

University of Louisville
School of Dentistry

Email: _____
Attn: _____

with a copy to:

University of Louisville
323 E. Chestnut Street
Louisville, Kentucky 40202
Email: tina.hembree@louisville.edu
Attn: HSC Contracts, Tina Hembree

To JCPS:

Central High School
1130 W. Chestnut Street
Louisville, KY 40203
Email: tamela.compton@jefferson.kyschools.us
Attn: Principal

with a copy to:

JCPS General Counsel
VanHoose Education Center
3332 Newburg Road
Louisville, KY 40218

Any such notice shall be deemed to have been given on the day it is deposited in the United States mail, or on the day such notice is faxed or sent electronically, as the case may be.

13. Miscellaneous.

- a. The relationship established under this MOU shall be that of an independent contractor and neither party shall be, nor hold itself out to the public as being, an employee, agent, joint venturer or partner of the other.
- b. Neither party shall have authority to contract for or bind the other in any manner.
- c. This MOU contains the entire and complete understanding of the parties as to its subject matter and supersedes any and all prior or contemporaneous understandings, agreements, discussions or offers, whether written or oral.
- d. This MOU may not be modified, altered, or amended except in a writing signed by both parties.
- e. Any provision of this MOU which is found to be illegal or invalid shall be severed and removed from this MOU and shall not affect the legality or validity of the remaining provisions.
- f. This MOU shall be governed and construed according to the laws of the Commonwealth of Kentucky.

[Signatures appear on next page.]

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

UNIVERSITY OF LOUISVILLE

By: T.G. Bradley

T.G. Bradley

Interim Executive Vice President and University Provost

JEFFERSON COUNTY PUBLIC SCHOOLS

By: Martin Pollio

Martin Pollio, Ed.D.

Superintendent

Date: 7-19-22

**STATEMENT OF CONFIDENTIALITY
AND RELEASE AGREEMENT**

I, _____, by signing this Statement of Confidentiality and Release Agreement, do hereby represent that I have read and understand the following:

1. A mentorship and clinical learning experience (the "Collaboration") has been arranged for me by JCPS at the University of Louisville ("University") as part of the Dental Assistant career pathway.

2. I understand that this experience does not entitle me to any wages, workers' compensation, other benefits or guaranteed admission to or employment with the University.

3. While participating in the Collaboration, I will conduct myself in accordance with applicable law and University policies and procedures, including but not limited to the University's COVID-19 response and the School of Dentistry's COVID-19 vaccine mandate. More information on those specific policies can be found here: <https://louisville.edu/coronavirus> and applicable School of Dentistry policies.

4. I understand that information regarding patients or former patients is confidential. I agree to permanently maintain the confidentiality of all patient information obtained during and after my participation in the Collaboration and understand that an inability to maintain patient confidentiality during this experience will result in immediate dismissal and/or additional legal ramifications. I further understand that I must report to the University any use or disclosure of confidential information that I become aware of that is not authorized by the University.

5. I understand that any action on my part which is not fully consistent with the above statements may warrant termination of my participation in the Collaboration.

6. I understand that University may terminate my participation in the Collaboration at any time for any cause deemed sufficient by the University, provided, however, the University shall not act arbitrarily.

I have read and understand the above statements and accept them as conditions of my participation in the Collaboration at the University.

Signature: _____ Date: _____

Printed Name: _____

If Minor, Parent/Guardian Authorization

I have read and understand the above statements and give authorization for _____ to participate in the Collaboration pursuant to such conditions. I further authorize any and all healthcare providers to render emergency medical assistance and/or treatment which may become necessary as a result of any injury sustained during the course of the Collaboration. I understand I will be financially responsible for any medical care rendered.

Parent Signature

Print Parent Name

Relationship to Student

Date
