

AFFILIATION AGREEMENT

TIDS AFFILIATION AGREEMENT(the "Agreement") is made and entered into as of this 5th day, of June, 2025 by and between SPALDING UNIVERSITY, with a place of business and mailing address at 845 S. Third Street, Louisville, KY 40203 and Jefferson County Board of Education ("Affiliating Agency"), with a place of business at 3332 Newburg Road, Louisville KY, 40218.

WITNESSETH

WHEREAS, Spalding operates a Nursing Program which includes clinical rotations and practicums at various hospitals and clinical facilities and desires to establish a contractual relationship with Affiliating Agency in accordance with the terms and conditions of this Agreement; and

WHEREAS, Affiliating Agency is willing to provide clinical rotations and practicums for Spalding students and desires to establish a contractual relationship with Spalding in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. **Term and Termination:** The term of this Agreement shall be for a period of one (1) year (unless sooner terminated as hereinafter provided) commencing as of this (date). This Agreement will be automatically renewed for successively for a maximum of six (6) years, confirming of one (1) original term and no more than five (5) renewal terms. one (1)-year period unless terminated in writing at least thirty (30) days prior to the anniversary date. This Agreement may be terminated in writing at least thirty (30) days prior to the anniversary date. This Agreement may be terminated by either party hereto, with or without cause, upon thirty (30) days prior written notice from the terminating party to the non-terminating party in accordance with the notice Spalding assigned to Affiliating Agency. At the time the termination notice is sent by or to Affiliating Agency, Spalding shall be allowed to complete the clinical rotations to which such students are assigned. The terms and conditions of this Agreement shall remain effective until such clinical rotations are completed.
2. **Establishment of Clinical Rotations.** In accordance with the terms and conditions of this Agreement, Spalding and Affiliating Agency hereby establish a clinical relationship to the terms and conditions of this Agreement. This Agreement shall govern the operation of the clinical rotation program of Spalding at Affiliating Agency and the use of Affiliating Agency's facilities by the faculty, as hereinafter defined, and students of Spalding
 - a. **Spalding Responsibilities:**
 1. Spalding will develop the curriculum to be used in its Nursing Program which includes development of the standards and the philosophy of education, the instruction and preparation of all instructional schedules and plans, including hours of clinical rotation, which standards and plans shall be made available, upon request, to Affiliating Agency.
 2. Spalding shall provide licensed qualified instructors ("Faculty") who shall cooperate with Affiliating Agency personnel in the supervision of Spalding students during clinical rotations. Spalding shall provide Affiliating Agency, with documentation as to the educational and professional credentials of such faculty as required by the Joint Commission

on Accreditation of Hospitals. All Clinical and Didactic Faculty must hold a current state license. Anything in this Agreement to the contrary notwithstanding, Affiliating Agency shall retain responsibility for patient care as provided in Section 4.A. hereof.

3. Spalding shall designate one person, a Clinical Coordinator, to coordinate the planning and implementation of the clinical rotations with the Affiliating Agency to facilitate optimum patient care and to become and remain familiar with the policies and procedures of Affiliating Agency.
4. Spalding shall require all Clinical Faculty to meet with the Clinical Coordinator for each department at the Affiliating Agency where the Clinical Faculty will be supervising students prior to the start of the Program in order to coordinate the planning and implementation of the clinical rotations to facilitate optimum patient care.
5. Spalding shall not assign any student to a clinical rotation under this Agreement unless such student is in good standing with Spalding; and, Spalding shall verify the same to Affiliating Agency upon request.
6. Spalding shall require and assure that all students and Clinical Faculty are in good health, with proof of complete physical and necessary immunizations which include, but are not limited to, TB (within the last 12 months), MMR (two within lifetime), and Hepatitis B.1., provided upon request.
7. Spalding shall inform all students participating under this Agreement that they are not entitled to any type of compensation from Affiliating Agency for their activities during clinical rotations; and that, they are not employees of Affiliating Agency while acting pursuant to this Agreement. Spalding shall require all students assigned pursuant to this Agreement to Affiliating Agency to sign the Acknowledgement attached hereto as Exhibit A and incorporated herein by reference before assignment to Affiliating Agency. Such Acknowledgment, once signed by each student, shall become a part of this Agreement as if fully set forth herein.
8. Spalding shall require prior to assignment to Affiliating Agency that Clinical Faculty and students assigned to Affiliating Agency pursuant to this Agreement be instructed in clinical policies and procedures regarding OSHA Standard and Regulations and Universal Precautions with regard to occupational exposure to blood-borne pathogens and pulmonary tuberculosis.
9. Spalding shall be responsible for all costs associated with its Nursing Program and shall provide all necessary teaching aids, reference books, classroom supplies, and other teaching materials, if any, required for clinical rotations.
10. Spalding shall maintain accreditation of the school and its Nursing Program by appropriate accrediting agencies.
11. Spalding shall maintain administrative and professional supervision of students insofar as their presence affects the operation of the Affiliating Agency and/or the direct or indirect care of patients. The school shall at all times remain ultimately responsible for the actions of students and Clinical Faculty while participating in the Program at the Affiliating Agency.
12. Spalding shall require that Clinical Faculty assigned under this Agreement become familiar with the applicable policies of Affiliating Agency prior to assignment of students to clinical rotation. Clinical Faculty in coordination with the Clinical Coordinator shall be responsible

for planning clinical rotations, consultation, and coordination with appropriate nursing service representatives of Affiliating Agency with the evaluation of the clinical rotations.

13. Spalding shall provide orientation to students prior to participation in the clinical rotation regarding the policies and procedures of the Affiliating Agency and the students' duties and responsibilities while participating in the clinical rotation.
14. Spalding shall assure student discipline on the premises of the Affiliating Agency and student compliance with the minimum standards of conduct and dress set by Affiliating Agency.
15. Spalding shall provide for educational supervision in patient care in a ratio not to exceed ten (10) students per one (1) Clinical Faculty and provide evaluation of clinical rotations to the Affiliating Agency.
16. Spalding shall provide to the Affiliating Agency, the school and student schedules, the names of the Clinical Faculty and students selected to participate, information on the students' level of experience and such other educational data as may be required by the Affiliating Agency, prior to the arrival of the student at the Affiliating Agency.
17. In cooperation with Affiliating Agency, Spalding shall establish and assure student eligibility in the clinical rotation, to include implementing the following criteria in order for a student to be eligible:
 - A. Require all students to have successfully completed all academic prerequisites necessary for participation in the clinical rotation.
 - B. Require all students to maintain CPR Certification at all times while participating in the clinical rotation.
 - C. Require all students to be responsible for their own medical care.

b. Affiliating Agency Responsibilities:

1. Affiliating Agency shall be responsible for and retain absolute control over clinical rotations provided under this Agreement and ultimate responsibility for patient care and welfare.
2. Affiliating Agency shall designate one staff member to supervise utilization of the clinical facilities for guided experiences in the clinical rotation and coordinate with Spalding in all clinical rotation matters.
3. Affiliating Agency shall provide Spalding with copies of printed materials covering standard operating procedures applicable to the clinical rotations.
4. If more than one clinical rotation is to be conducted at Affiliating Agency at one time, Affiliating Agency shall coordinate such clinical rotations to provide maximum benefit to all students involved.
5. Affiliating Agency shall provide orientation for Clinical Faculty, including appropriate operational policies of Affiliating Agency.
6. Affiliating Agency shall provide adequate staff time for planning with Clinical Faculty for clinical rotations to maximize learning experiences.
7. Affiliating Agency shall not utilize students in any manner which would permit students to replace employees of Affiliating Agency.

8. Affiliating Agency shall provide space, if available, within its facility to allow Spalding to access areas for classroom instruction, conferences, etc., for students assigned to clinical rotations under this Agreement.
9. Affiliating Agency shall provide workplace/clinical protection consistent with those of employees of Affiliating Agency in accordance with OSHA Standards and Regulations and Universal Precautions.
3. **Establishment of Practicum:** In addition to the clinical rotation, Spalding desires to obtain clinical expertise in the form of a practicum for the students enrolled in the Nursing Programs. Affiliating Facility shall consider and/or allow students who are in their capstone course (final course of the program) to obtain experience within the facility.
 - a. **Placement of Nursing Students:** Affiliating Facility agrees that it shall accept a pre-determined number of practicum positions available per clinical rotation depending upon availability of students and mutual agreement on a quarter-to-quarter basis. Spalding shall provide nursing students to Affiliating Facility for review by the Affiliating Facility prior to the starting date of the clinical rotation. Affiliating Facility shall notify Spalding of acceptance or rejection of each nursing student reviewed by the facility.
 - b. **Selection of Practicum Student(s):** Facility shall, in its sole discretion, accept or reject practicum students.
 - c. **Participation in Training:** All rules and regulations of Affiliating Facility shall be applicable to practicum students assigned to the Affiliating Facility under the terms of this Agreement. Practicum students shall be required to adhere to Affiliating Facility dress code including uniforms, lab coats, and appropriate name tag while at the Affiliating Facility and performing any duties therein. Each practicum student shall be required to notify the Affiliating Facility and Spalding if he/she is unable to report to the Affiliating Facility for any reason.
 - d. **Obligations of Facility:** Affiliating Facility will provide the physical space and all other equipment necessary to allow practicum students clinical experience while assigned to Affiliating Facility. Affiliating Facility will provide preceptors for practicum students who the Affiliating Facility and Spalding deem competent to perform this role. Affiliating Facility shall provide Spalding with information on the progress of each practicum student as reasonably requested by Spalding and will complete the evaluation forms at the mid-point and end of the preceptorship for each practicum student. Such information will be submitted by the Affiliating Facility promptly to Spalding's Clinical Coordinator. Upon notice from the Affiliating Facility, Spalding shall withdraw any practicum student whose clinical performance the Affiliating Facility deems to be unsatisfactory and/or whose behavior is determined by the Affiliating Facility to be disruptive or detrimental to the Affiliating Facility, its staff, or its patients.
 - e. **Obligations of Spalding:** Spalding shall provide Clinical Faculty who will coordinate the preceptorship and be Spalding's liaison, and who will visit the Affiliating Facility at the mid-point evaluation and the end evaluation, or more often if necessary, during the preceptorship of each practicum student. Spalding shall withdraw any practicum student when, in the sole discretion of Spalding's Director of Nursing, Clinical Coordinator, or Clinical Faculty, the clinical experience provided under this Agreement fails to meet the needs of the practicum student and/or Spalding.
4. **Clinical Faculty and Students are NOT Employees:** The Clinical Faculty and students of Spalding assigned to Affiliating Agency under this Agreement are not employees and/or agents of Affiliating Agency and are not entitled to wages, other compensation, workers' compensation

benefits, medical insurance benefits, or any other benefits to which employees of Affiliating Agency are entitled. Clinical Faculty shall, for all purposes, remain employees of Spalding and shall not be considered to be loaned to Affiliating Agency by Spalding . Spalding shall be responsible for all wages, other compensation, and any employee benefits to which Clinical Faculty are entitled as a result of employment by Spalding .

5. **Insurance:** Spalding agrees to maintain professional liability insurance coverage for Clinical Faculty and students assigned to Affiliating Agency under this Agreement with minimum limits of 2 million dollars per occurrence and 5 million dollars in the aggregate. Upon request of Affiliating Agency, Spalding shall provide a Certificate of Insurance evidencing such professional liability insurance coverage to Affiliating Agency prior to the beginning of clinical rotations and shall confirm to Affiliating Agency that all students assigned to Affiliating Agency are covered parties. The Certificate of Insurance shall provide that Affiliating Agency shall receive thirty (30) days prior written notice of cancellation or material change in such professional liability insurance coverage.
6. **Termination of Student Participation:** Affiliating Agency retains the right to terminate a student's clinical rotation or practicum at Affiliating Agency for any reasonable cause; provided however, that Affiliating Agency shall not act arbitrarily and capriciously and shall provide an opportunity for any student to be heard prior to such student being terminated for clinical rotation.
7. **Patient Care:** Anything in this Agreement to the contrary notwithstanding, Affiliating Agency shall retain full responsibility for the care of patients of Affiliating Agency, and Affiliating Agency shall maintain administrative and professional supervision of students under this Agreement as their presence impacts the operations of the Affiliating Agency and/or the direct or indirect care of patients of Affiliating Agency. Furthermore, Spalding shall withdraw any student whose progress, conduct, or performance does not meet the standards of continuation in the clinical rotation, practicum or Nursing Program, in Spalding 's sole discretion.
8. **Discrimination:** There shall be no discrimination on the basis of race, color, national origin, religion, creed, sex, age, disability, or veteran status in either the selection of students participating in the clinical rotation or practicum, or as to any aspect of the clinical training in the clinical rotation or practicum. However, with respect to disability, the disability must not be such as would, even with reasonable accommodation in and of itself, preclude the student's effective participation in the clinical rotation.
9. **Confidential Information.** Spalding agrees that its students, employees, instructors, and faculty advisors will maintain the confidentiality and security of, as well as safeguard confidential information of the Affiliating Agency, 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 Agreement. Spalding, its employees, students, instructors, and faculty advisors shall further report to the Affiliating Agency any use or disclosure of Confidential Information that either becomes aware of and is not authorized by this Agreement. Spalding 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 Agreement. Spalding agrees to provide participating instructors, advisors, and

students with training on confidentiality standards associated with the provision of health services in schools. In the event that Spalding, its instructors, advisors or students fail to comply with this provision, Affiliating Agency may immediately terminate this Agreement, in addition to seeking other remedies available to it at law or equity.

Spalding agrees to comply with and to cause its employees, instructors, advisors and students to comply with confidentiality standards as well as state and federal laws and regulations related to the security, protection, and privacy of individually identifiable health care information. To the extent required under federal law or state law and to the extent that Spalding performs business associate activities, services or functions on behalf for to the Affiliating Agency, that Spalding agrees to comply with and to execute a business associate agreement with the Affiliating Agency.

10. **Notice.** Any notice required or permitted to be given under this Agreement shall be in writing and shall be deemed given at the time it is deposited in the United States mail, postage prepaid, certified mail, or hand delivered to the party to whom it is addressed as follows:

If to Spalding
Spalding University
College of Nursing 845 S.
Third Street
Louisville, Kentucky 40203

Attn: Provost
Education Director

If to Affiliating Agency:
Jefferson County Public Schools 3332
Newburg Road
Louisville, KY 40218

Attn: Eva Stone
Manager District Health

11. **Assignment:** Except as hereafter immediately stated, neither Affiliating Agency nor Spalding may assign or otherwise transfer any right or delegate any duty of performance hereunder, in whole or in part, without the prior written consent of the other party, which consent shall not be unreasonably withheld.
12. **Complete Agreement:** This Agreement contains the entire understanding between the parties and no prior stipulation, agreement, or understanding, verbal or otherwise, between the parties, or their agents, shall be valid or enforceable unless embodied in the provisions of this Agreement.
13. **Amendments:** This Agreement or any part or section of it may be amended by Affiliating Agency at any time during the term upon thirty (30) days prior written notice to Spalding, provided Spalding sends Affiliating Agency written notice accepting the amendment within thirty (30) days after Spalding receives notice of said amendment.

14. **Headings:** The headings of this Agreement are intended only for ease of reference and shall not be considered in the construction or interpretation of this Agreement.

15. **Counterparts:** This Agreement may be executed in multiple counterparts, each of which shall be deemed an original.

The remainder of this page is intentionally blank. The next page is the signature page.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized officers and/or representatives as of the day and year first written but actually upon the date appearing below each signature line.

Spalding University



Title: _____ **Provost** _____

Date: _____ **2/21/25** _____

Affiliating Agency:

By: _____

Title: _____

Date: _____

EXHIBIT A
ACKNOWLEDGMENT

I, the undersigned, being enrolled in the Nursing Program do hereby acknowledge and represent that I have read and understand the following:

1. The Nursing Program in which I am enrolled requires a period of assigned clinical rotations outside Spalding in clinical facilities maintained by other entities ("Affiliating Agencies"). The clinical rotations to which I will be assigned are for educational purposes, and I understand that I will not be entitled to any wages, other compensation, workers' compensation, or other employee benefits either from Spalding or from any Affiliating Agency to which I am assigned.
2. While assigned to a clinical rotation in a facility, I agree to conduct myself in accordance with the rules and regulations of the Affiliating Agency and understand that I will be under the direct supervision of personnel from Spalding and from the Affiliating Agency.
3. I understand that neither Spalding nor the Affiliating Agency is responsible for injuries which I incur as a result of my own negligence. I acknowledge that Spalding has encouraged me to acquire personal medical and hospitalization insurance.
4. I have read and agree to the policies, rules, and regulations of the Nursing Program at Spalding.
5. I understand that information regarding patients or former patients of Affiliating Agency is confidential and is to be used for clinical purposes only. I agree to maintain such confidentiality of all patient information obtained during my clinical rotations.
6. I understand that the educational experience in which I am involved will no way entitle me to a job or consideration for a job at the Affiliating Agency.
7. I understand that any action on my part which is not consistent with any of the above may warrant my removal from clinical rotation by Spalding or Affiliating Agency.

Student _____

Date _____

Witness _____

Jefferson County Board of Education Health Requirements
Spalding Nursing Students

Up to date on COVID-19 vaccinations unless acceptable medical waiver on file with school in which case student(s) should undergo rapid COVID-19 testing prior to each clinical experience.

Jefferson County Board of Education Background Screening Requirements
Spalding Nursing Students

Require all COLLEGE faculty 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.