

AFFILIATION AGREEMENT

This Affiliation Agreement (hereinafter the "Agreement") is entered into between Jefferson County Board of Education d/b/a Jefferson County Public Schools ("JCPS") and the University of Louisville ("UofL"). Students enrolled in the Masters of Education in Autism Spectrum Disorders and Applied Behavior Analysis Program (the "Program") housed within the College of Education and Human Development ("CEHD") receive clinical experience so they will be adequately prepared for a career in or related to Behavior Analysis. Students complete their clinical experience under the supervision of qualified, certified, and licensed professionals to gain practical experience in the field. JCPS provides valuable and practical learning opportunities to students enrolled in the Program.

Therefore, in consideration of the promises herein, the parties agree as follows:

I. Responsibilities of JCPS

- A. JCPS agrees to provide valuable and practical clinical learning experiences to all students in the Program assigned under this agreement.
- B. In order to provide these experiences, JCPS will appoint a Site Supervisor who will work with the faculty in the Program to comply with all aspects of this agreement.
- C. The person chosen by JCPS to be the Site Supervisor must:
 - a. Submit their curriculum vitae to the Program.
 - b. Sign the Behavior Analysis Certification Board's (BACB) Practicum Approval Supervisor Information Form attesting that they have read and will comply with all practical and ethical standards related to supervision.
 - c. Fulfill the BACB requirements to supervise.
 - d. Sign a contract ("Contract") with the assigned students governing the Supervisor-Supervisee relationship.
 - e. Provide on-site individual supervision for up to 10% of each practicum students' hours each supervisory period.
 - f. Observe each student interacting with a client each week.
 - g. Sign the BACB Experience Verification Form for all supervisees who meet the conditions of the signed contract after the experience at JCPS is over.
 - h. If this Agreement requires UofL and/or any employees of UofL access to school grounds on a regularly scheduled and continuing basis for the purpose of providing services directly to a student or students, all individuals performing such services under this Agreement are required 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 or neglect found through a background check of child abuse and neglect records maintained by the Cabinet for Health and Family Services.

- D. JCPS Site Supervisor agrees to fully cooperate with the Program faculty to develop clear and specific written objectives and activities for each student's clinical learning experience. These objectives and activities will be set forth in a Practicum Agreement to be prepared by the student in cooperation with the Program faculty and Site Supervisor. The Site Supervisor agrees to cooperate fully in evaluating each student's needs and qualifications to maximize each student experience when collaborating on completion of the Practicum Agreement. A copy of the Practicum Agreement form is attached hereto and is incorporated into this agreement by this reference.
- E. JCPS agrees that it will provide specific clinical experiences to each student as outlined in the student's final Practicum Agreement. The final Practicum Agreement may be amended as agreed upon by the student, Program faculty, and JCPS Site Supervisor at any time during the placement of the student with JCPS.
- F. JCPS agrees that it will maintain a sufficient level of staff support to provide training to students without having students perform treatment not outlined in their original placement. JCPS agrees that it will notify the Program faculty if staffing falls below this level while students are present during scheduled practicum shifts.
- G. The Site Supervisor will provide weekly verbal and written feedback to each student. Written feedback will include, but will not be limited to, scoring performance on the Behavior Analysis Supervision Form. More specifically, the written feedback will: (1) confirm that experience and supervision hours earned by the supervisee, (2) select the characteristics of supervision, (3) evaluate the supervisee performance on a likert scale, (4) provide an overall rating of the supervisee's performance during the supervisory period, and (5) provide any comments concerning possible areas of improvement for the student. The Program faculty will be responsible for the student's final grade related to these experiences.
- H. The number of students assigned to, and accepted by, JCPS at any given time shall be agreed upon by the Site Supervisor and the Program faculty. Likewise, the placement of individual students will be jointly agreed upon by the Site Supervisor and the Program faculty. The Site Supervisor agrees to cooperate fully with the Program faculty in determining how many students should be placed at JCPS at any given time and which individual students should be placed with JCPS.
- I. JCPS agrees to provide its regulations, policies, procedures, rules of conduct, and dress requirements to all students during an orientation session prior to the student beginning the clinical experiences with JCPS. During the orientation session, JCPS also agrees to inform students concerning the provisions in this agreement that impact students including provisions related to insurance/liability, providing evidence of health

insurance, the lack of any "employment" status, the need for confidentiality of patient records, and the Health Insurance Portability and Accountability Act.

- J. JCPS agrees to immediately inform the Program faculty of any new or revised regulation, policy, procedure, rule of conduct, and dress requirement that could affect the clinical experiences of students. If the Program faculty believes that the new or revised regulation, policy, procedure, rule of conduct, or dress requirement affects the clinical experiences of students, JCPS agrees to immediately inform all students of the addition or revision.
- K. If JCPS believes that a student has violated a regulation, policy, procedure, rule of conduct, or dress requirement of JCPS, the Site Supervisor agrees to immediately notify the Program faculty by telephone and in writing of the circumstances of the possible violation. JCPS's written statement shall identify the specific regulation, policy, procedure, rule of conduct, or dress requirement violated, confirm when and how the student was informed of the regulation, policy, procedure, rule of conduct, or dress requirement prior to the violation, and all facts relevant to the alleged violation. The Program faculty will then have ten (10) days to respond to JCPS in writing concerning JCPS's written statement of alleged violation. JCPS will then consider the written response and make a final determination as to whether a violation occurred and whether the student should be prevented from returning to JCPS for further clinical experiences. JCPS will provide this final determination in writing to the Program faculty.
- L. Subject to the provisions herein related to insurance/liability, JCPS agrees that while students, faculty, or administrators in the Program are on the premises of JCPS, JCPS is responsible for their protection and well-being. JCPS will also retain ultimate responsibility for the quality of patient/client care. Therefore, JCPS will maintain administrative and professional supervision of all individuals while on the premises of JCPS.
- M. Because active participation in the clinical experiences by the student is an integral part of the Program and academic credit is earned by the student, JCPS is not required to provide any monetary compensation to the student for any activities.

II. The Responsibilities of Program

- A. The Program shall assign an appropriately qualified faculty member to oversee the practical training experiences of Program students under this agreement. The Program faculty shall coordinate the student clinical experiences, the placement of students with JCPS, and cooperate with the Site Supervisor appointed by JCPS in establishing the student's objectives and activities as outlined in the Practicum Agreement. The Program faculty shall also collaborate with the Site Supervisor to determine the number of

students placed at JCPS and communicate with the Site Supervisor concerning any other aspect of the Agreement.

- B. If requested by JCPS, the Program faculty shall submit to JCPS a copy of the curriculum and course content of the academic program for the Program students.
- C. The Program faculty shall recommend a student for the placement at JCPS only if the student has successfully completed all necessary academic requirements as outlined by the Program.
- D. The Program faculty shall advise the Site Supervisor of any change in the approved status of the Program by the Behavior Analysis Certification Board.

III. Insurance/Liability

- A. If requested in writing by JCPS, the Program faculty shall provide to JCPS a current Certificate of Insurance describing professional and general liability coverage for students and faculty with limits of liability coverage not less than \$1,000,000 per occurrence.
- B. The parties agree that any student injured on JCPS's premises during scheduled clinical experiences will be medically assessed and provided with emergency care as appropriate through JCPS's available resources. The parties agree that students are not afforded legal protection under JCPS's worker's compensation or health insurance programs and that any expenses for emergency examination or treatment to a student shall not be borne by JCPS, University, CEHD, or the Program. JCPS is entitled to request in writing from any student proof of health insurance or proof of certain inoculations, including T.B., Rubeola and Rubella.
- C. The parties agree that the placement of students for clinical experiences does not confer employment on the students and therefore, students are not entitled to any JCPS employee benefits, including, but not limited to, Social Security or Employment Compensation.
- D. As stated above, the Site Supervisor agrees to inform all students of the provisions in this section at an orientation session before the students begin their clinical experiences.

IV. Confidential Information

- A. Students and the Program faculty shall maintain confidentiality regarding all patient / staff information received during the clinical experiences of the students.

VI. Claims

- A. If either party becomes aware of a legal claim or threatened legal claim involving the other party in conjunction with the Program, the party with knowledge of the legal claim or threatened legal claim shall inform the other party in writing within ten (10) days of receiving knowledge of the legal claim or threatened legal claim.

VII. Miscellaneous

- A. In the performance of any aspect of this agreement, no individual will be discriminated against 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. Individuals executing this agreement on behalf of the parties represent that they have been authorized to do so.
- C. Any amendment to this agreement must be in writing and executed by both parties hereto.

AGREED TO BY:

For JCPS:

Signature

Date

Printed Name and Title

For the University of Louisville:

Beth A. Bruce 11/7/19

Date

Executive Vice President and University
Provost

Reviewed and Approved as to Form and
Content:

[Signature] 11/16/19

Date

Associate University Counsel
Office of University Counsel


B. If the performance of this Agreement involves the transfer by JCPS to UofL of any data regarding any student that is subject to the Family Educational Rights and Privacy Act of 1974, 20 U.S.C. 1232g as amended, ("FERPA"), UofL agrees to:

- In all respects comply with the provisions of FERPA, including any requirements of Chapter 99 of Title 34 of the Code of Federal Regulations, and any other applicable state or federal law.
- Use any such data for no purpose other than to fulfill the purposes of this Agreement, and not share any such data with any person or entity other than UofL and its employees, contractors, volunteers, and agents, without the prior approval of JCPS. Disclosure shall be limited to only those employees, contractors, volunteers, or agents who are necessary for the fulfillment of this Agreement.
- Require all employees, contractors, volunteers, and agents of UofL to comply with all applicable provisions of FERPA with respect to any such data. UofL shall require and maintain confidentiality agreements with each employee, contractor, volunteer or agent with access to data pursuant to this agreement.
- Maintain any such data in a secure environment, whether physical or electronic, and not copy, reproduce, or transmit any such data except as necessary to fulfill the purposes of this Agreement. UofL shall notify JCPS within 24 hours in the event of any data breach or disclosure of data to any person or entity other than the parties listed in section ii of this provision.
- Collect, store, and maintain data in a manner that does not permit the identification of an individual student by anyone other than employees, contractors, or agents UofL necessary for the fulfillment of this Agreement and having a legitimate interest related to the purposes of this Agreement in knowing such personal identification, and not disclose any such data in a manner that would permit the identification of an individual student in any form, including, but not limited to, published results of studies.
- Destroy or return to JCPS any such data obtained under this Agreement within thirty days (30) after the date by which it is no longer needed by UofL for the purposes of this Agreement. UofL will require all employees, contractors, volunteers, or agents of any kind to comply with this provision.
- JCPS retains the right to audit UofL's compliance with the confidentiality requirements of this provision.

V. Term and Termination

- A. This Agreement shall commence upon execution by both parties and shall be in effect for an initial term of two (2) years. The Agreement may be renewed upon like terms for additional two (2) year periods if the parties agree in writing. Any agreement to extend these terms shall reference this Agreement and be signed by representatives of the parties with the express authority to bind the parties.
- B. Either party may terminate this Agreement without cause at any time by giving ninety (90) days prior written notice to the other, provided that students already placed with JCPS will be permitted to complete their clinical experiences.

Recommended by:

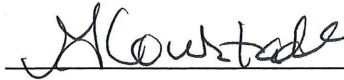


Amy S. Lingo, Ed.D.

Date

Interim Dean

College of Education and Human Development



11/5/19

Ginevra Courtade

Date

Chair

Department of Special Education

College of Education and Human Development



11/5/19

Erick Dubuque

Date

Assistant Professor

Applied Behavior Analysis and Autism Program

Department of Special Education

College of Education and Human Development