



Kenton County School District | *It's about ALL kids.*

**THE KENTON COUNTY BOARD OF
EDUCATION**

1055 EATON DRIVE, FORT WRIGHT, KENTUCKY

41017

TELEPHONE: (859) 344-8888 / FAX: (859) 344-1531

WEBSITE: www.kenton.kyschools.us

Dr. Henry Webb, Superintendent of Schools

KCSD ISSUE PAPER

DATE:

12-4-17

AGENDA ITEM (ACTION ITEM):

Approve Affiliation Agreements: Beckfield College, LLC and Thomas More College

APPLICABLE BOARD POLICY:

03.3 Student Teachers and 03.6 Volunteers

HISTORY/BACKGROUND:

Beckfield College, LLC and Thomas More College has asked for an Education Affiliation Agreement between the Kenton County School District and their institutions. These agreements are in reference to KCSD School Nurses work with nursing students at their respective college at KCSD sites. These nursing students will be supervised in a similar situation to Student Teachers.

FISCAL/BUDGETARY IMPACT:

\$0

RECOMMENDATION:

It is recommended the Kenton County School Board approve Educational Clinical Affiliation Agreements with Beckfield College, LLC and Thomas More College.

CONTACT PERSON:

Paula Rust, District Health Coordinator

Principal

Director

Superintendent

Use this form to submit your request to the Superintendent for items to be added to the Board Meeting Agenda.

Principal –complete, print, sign and send to your Director. Director –if approved, sign and put in the Superintendent's mailbox.

Kenton County Board of Education

Board Members: Carl Wicklund, Chairperson Karen L. Collins, Vice Chairperson Joshua Crabtree, Esq. Carla Egan Jesica Jehn
"The Kenton County Board of Education provides *Equal Education & Employment Opportunities.*"

CLINICAL AFFILIATION AGREEMENT

THIS AGREEMENT, made (Day): _____ (Month): _____ 20____ by and between
Beckfield College, LLC (hereinafter referred to as the "College") and:

 (hereinafter referred to as the "Clinical Affiliate").

WITNESSETH:

WHEREAS, both parties named above are desirous of entering into this Agreement in order to set their respective rights hereunder; and

WHEREAS, Clinical Affiliate operates a facility (name): _____,
 located at (address): _____; and

WHEREAS, the goal of this Agreement is to provide learning experience for all pre-licensure nursing students in Clinical Affiliate which both parties feel is essential to the education of the students; and

WHEREAS, by this experience the quality of education programs and the amount of available qualified nurses will be greatly increased in the area.

NOW, THEREFORE, the parties agree as follows:

I. General Provisions

- a. The clinical education of the students is the primary purpose of this Agreement.
- b. The assignment of faculty and students and the selection of learning experiences will be made without regard to race, creed, sex or national origin of students, personnel or those being served.
- c. There shall be no financial obligation on behalf of either party.
- d. Both parties agree that they share responsibility for the education of the students through cooperation in planning, selection of experience, maintenance of acceptable standards of performance, direct and proper supervision, provision of qualified personnel, and evaluation of student performance.
- e. College agrees to comply with the established policies and practices of Clinical Affiliate with regard to patient care, health of staff members, uniforms and use of equipment and facilities.
- f. College agrees that it will carry general and professional liability coverage provided through *Healthcare Providers Service Organization Insurance Company*. Such coverage shall extend to all students and faculty of college participating under this Agreement and shall be at least in the amounts of One Million Dollars (\$1,000,000) per occurrence, with a Three Million Dollar (\$3,000,000) aggregate for all claims under this policy. College further agrees, at the request of Hospital prior to the commencement of this Agreement.

- g. It is understood and agreed that the student and faculty participating hereunder are not employees of, and therefore will not be entitled to any benefits of workers' compensation in the event of any injury occurring on the premises of Clinical Affiliate.
- h. Both parties under this Agreement agree to share all pertinent materials relating to philosophies, policies, procedures, personnel and the availability of learning opportunities to keep the other party informed of changes affecting the direct preparation of the student.
- i. Clinical Affiliate may request College to withdraw any student whose conduct or performance is not in accordance with Clinical Affiliate's policies and standard of performance, and College agrees to honor all such legitimate requests. College, furthermore, may withdraw any student whose progress, conduct or performance does not meet the standards for continuation of the program.
- j. Students and faculty agree that they will observe all of Clinical Affiliate's holidays, unless specific arrangements to the contrary are made in advance as may be requested from time to time by Clinical Affiliate.

II. College's Responsibilities

- a. The planning and execution of the education program, including programming, administration, faculty appointment, curriculum content and learning experience, and the evaluation of students is College's responsibility.
- b. A faculty member of a nursing education program is responsible for planning the student's clinical experience and for evaluating the student's performance. Clinical nursing experiences are assigned by faculty based on course objectives and student learning needs. Faculty or instructional personnel shall supervise student practice by providing guidance, direction, and support appropriate to the clinical situation.
- c. Supervision of a nursing student shall be provided for each clinical experience involving the delivery of nursing care to an individual or group of individuals. This supervision shall be provided only by a faculty member, teaching assistant, or preceptor who meets the qualifications set forth in the rule of the Administrative Code for a nursing education program.
- d. All experiences for a nursing student in a clinical setting involving the delivery of nursing care to an individual or group of individuals shall be performed under the direction of a faculty member who functions only as a faculty member during the nursing student's clinical experience. The faculty member providing the direction shall establish clinical objectives or outcomes within the framework of the course in which the student is enrolled; communicate clinical objectives or outcomes to the student, the teaching assistant and preceptor, if utilized, and to the staff at the clinical site.
- e. The setting of requirements for admissions, retention, promotion and the graduation of students is College's responsibility.
- f. The employment of sufficient qualified faculty to develop and execute the education programs, including supervision of students during work experience, is College's responsibility. The students shall at all times be directly supervised and no student shall be left unattended.

- g. When a student is completing a clinical practicum (role transition) the teaching assistant or preceptor providing supervision of a nursing student shall at least:
 - i. Have a competence in the area of clinical practice in which the teaching assistant or preceptor is providing supervision to a student
 - ii. Design, at the direction of a faculty member, the student's clinical experience to achieve the stated objectives or outcomes of the nursing course in which the student is enrolled
 - iii. Clarify with the faculty member the role of the teaching assistant, the responsibilities of the faculty member, the course and clinical objectives or outcomes and the clinical experience evaluation tool
 - iv. Contribute to the evaluation of the students' performance by providing information to the faculty member and the student regarding the students' achievement of established objectives or outcomes.
- h. A role transition preceptor shall provide supervision to no more than two nursing students at any one time, provided the circumstances are such that the preceptor can adequately supervise the practice of both students. A clinical instructor shall provide supervision to no more than ten nursing students at one time at a clinical site.
- i. College further agrees that it will provide Clinical Affiliate with written information regarding the resources needed, the number of students, the students' schedule for work experience, specific academic levels of the students, the objectives of the student's experience, a syllabus for the courses utilizing the clinical experience, the names and qualifications of the faculty assigned to each group of students, and any other pertinent information prior to each work rotation, and any other relevant information which may be requested by Clinical Affiliate.
- j. College shall be responsible for the quality of work rendered at all times by the students. College hereby indemnifies and agrees to hold Clinical Affiliate, its directors, officers, agents and employees harmless from and against any and all claims, demands, liabilities, damages and expenses for injury to persons or damage to property caused or asserted to have been caused by the negligent or intentional acts of college, its faculty, students, employees, agents and servants.
- k. College shall be involved with the appropriate Clinical Affiliate personnel in planning, guiding and evaluating each student.

III. Clinical Affiliate Responsibilities:

Clinical Affiliate agrees under this Agreement to do the following:

- a. Provide the appropriate facilities and clinical resources necessary for the nursing students to achieve that clinical experience which is contemplated under this Agreement.
- b. Provide, as much as possible within the budgetary means of Clinical Affiliate, space, dressing rooms and locker facilities, cafeteria facilities and parking during the assignment of students to Clinical Affiliate.
- c. Provide an orientation of faculty and students to Clinical Affiliate policies and procedures.
- d. Cooperate as much as possible in planning, guiding, and evaluating student experience and performance while in Clinical Affiliate.

- e. Maintain appropriate State licensure and/or accreditation for a facility of the type that Clinical Affiliate is registered.

IV. Term.

This Agreement shall be in effect for one (1) year commencing on _____ and expiring on _____, and shall thereafter automatically renew for successive terms unless either party gives the other no less than one hundred twenty (120) days written notice of non-renewal prior to the expiration date of the initial term or any renewal term, as appropriate.

V. Termination.

This Agreement may be terminated with or without cause by either party at any time upon sixty (60) days written notice to the other party, provided that the students currently enrolled in a work experience program may complete that experience.

VI. Interpretation.

This Agreement shall be interpreted and enforced in accordance with the laws of the State of Kentucky.

VII. Notice.

Any notice under this Agreement shall be sent:

College: Beckfield College, LLC
16 Spiral Drive
Florence, KY 41042

Clinical Affiliate: Name: _____
Address: _____
City/State/Zip: _____

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers as of the day and year first above written.

Signature:



Beckfield College

BY: Deborah Smith-Clay, PhD, MSN, RN

TITLE: Dean of Nursing

"Clinical Affiliate"

Signature:

BY: _____

TITLE: _____



HEALTHCARE PROVIDERS SERVICE
ORGANIZATION PURCHASING GROUP

Certificate of Insurance
OCCURRENCE POLICY FORM



Producer Branch Prefix Policy Number Policy Period
018098 970 HPG 0127282311 from 09/01/17 to 09/01/18 at 12:01 AM Standard Time

Named Insured and Address:

Beckfield College
16 Spiral Dr
Florence, KY 41042-1300

Program Administered by:

Nurses Service Organization
159 E. County Line Road
Hatboro, PA 19040-1218
1-800-986-4627
www.nso.com

Medical Specialty:

School Blanket - Healthcare Provider Students

Code:

80998

Insurance is provided by:

American Casualty Company of Reading, Pennsylvania
333 S. Wabash Avenue, Chicago, IL 60604

Professional Liability \$2,000,000 each claim \$ 5,000,000 aggregate

Your professional liability limits shown above include the following:

- * Personal Injury Liability

Coverage Extensions

| | | | | |
|------------------------------|----------|----------------|------------|-----------|
| Grievance Proceedings | \$ 1,000 | per proceeding | \$ 10,000 | aggregate |
| Defendant Expense Benefit | | | \$ 10,000 | aggregate |
| Deposition Representation | \$ 1,000 | per deposition | \$ 5,000 | aggregate |
| Assault | \$ 1,000 | per incident | \$ 25,000 | aggregate |
| Medical Payments | \$ 2,000 | per person | \$ 100,000 | aggregate |
| First Aid | \$ 500 | per incident | \$ 25,000 | aggregate |
| Damage to Property of Others | \$ 250 | per incident | \$ 10,000 | aggregate |

Total: \$11,387.36

| | | | | |
|--------------|-------------|-----------|-----------|----------------------|
| Base Premium | \$ 10371.00 | Surcharge | \$ 186.68 | |
| KY LGPT : | Florence | \$ 829.68 | KY LGPT : | Boone county \$ 0.00 |

Policy Forms & Endorsements (Please see attached list for a general description of many common policy forms and endorsements.)

G-144918-A CNA79561 G-144931-A16

Chairman of the Board

Secretary

Keep this document in a safe place. It and proof of payment are your proof of coverage. There is no coverage in force unless the premium is paid in full. In order to activate your coverage, please remit premium in full by the effective date of this Certificate of Insurance.
Master Policy # 188711433
Endorsement Change Date:

G-141241-B (03/2010)

Coverage Change Date:

**THOMAS MORE COLLEGE
STANDARD EDUCATION AFFILIATION AGREEMENT**

ARTICLE I. REFERENCE DATA

1.1 SUBJECTS REFERRED TO

Each reference in this agreement to any of the following subjects shall be construed to incorporate the data stated for that subject in this section 1.1:

DATE: October 26, 2017

TERM: January 8, 2018 through May 4, 2018

HEALTH AGENCY: Kenton County School District

ACCREDITING AGENCY: State of Kentucky

HEALTH AGENCY LIAISON: Paula Rust
Coordinator of School Health Services

ADDRESS: 1055 Eaton Drive
Ft. Wright, KY 41017

AFFILIATING INSTITUTION: Thomas More College

INSTITUTION LIAISON: Lisa Spangler-Torok, RN, Ph.D.
Chair, Department of Nursing

ADDRESS: Thomas More College
333 Thomas More Parkway
Crestview Hills, KY 41017

MAXIMUM NUMBER OF STUDENTS HEALTH AGENCY AGREES TO ACCEPT AT ONE TIME: To be mutually agreed upon

DAYS OF WEEK STUDENTS AT HEALTH AGENCY: Tuesdays and Thursdays

HOURS STUDENTS AT HEALTH AGENCY: To be mutually agreed upon

PROFESSIONAL LIABILITY LIMITS: 1,000,000

TERMINATION, EXTENSION OR RENEWAL: To be reviewed on a yearly basis after mutual evaluation by Kenton County School District and Thomas More College

ARTICLE II. AGREEMENT AND TERM

- 2.1 Whereas the Affiliating Institution is the owner and operator of an Educational Program as specified in Article 1.1 requiring certain clinical facilities;
- 2.2 Whereas the Health Agency is the owner and operator of a facility in which such clinical facilities exist;
- 2.3 Whereas the Health Agency believes its total program will be enriched by affiliation with the Affiliating Institution's Educational Program;
- 2.4 Whereas the parties herein are desirous of entering into this agreement for the purpose of setting forth clearly and accurately a complete and detailed statement of their respective duties and responsibilities during the term of the agreement;
- 2.5 Now, therefore, the Health Agency and the Affiliating Institution agree to carry out the responsibilities as set forth in this agreement.

ARTICLE III. HEALTH AGENCY RESPONSIBILITY

- 3.1 The clinical facilities of the Health Agency and the persons utilizing these services, as necessary for the clinical experience of students in the Educational Program, shall be made available to students of the Affiliating Agency.
- 3.2 Health Agency agrees to accept up to the number of students specified in Article 1.1. If no maximum is specified in Article 1.1, the number of students to be accepted will be mutually agreed upon by the Health Agency Liaison and the Institutional Liaison;
- 3.3 Health Agency agrees to provide necessary orientation to Health Agency facilities, policies and procedures for students, instructors and supervisors of Affiliating Institution who are participating in Educational Program;
- 3.4 Additional Terms: None.

ARTICLE IV. AFFILIATING INSTITUTION RESPONSIBILITY

- 4.1 Affiliating Institution agrees to provide necessary orientation to Health Agency Personnel regarding Educational Program;
- 4.2 Affiliating Institution agrees to require students, instructors, and supervisors of Affiliating Institution who are participating in Educational Program to attend orientation by Health Agency at a time and day determined by Health Agency.
- 4.3 Affiliating Institution agrees to verify that each student participating in Educational Program is physically qualified to perform work required in the Program and that each student has had health screens (e.g., rubella, tuberculosis, staph, parasitic) required by Health Agency for area in which student is to gain clinical experience.
- 4.4 Supervision of Affiliating Institution's students while participating in the Educational Program is ultimately the responsibility of the Affiliating Institution's personnel.
- 4.5 Affiliating Institution agrees to require all student instructors and supervisors to comply with all Health Agency rules and regulations and particularly to require that the above personnel respect and preserve the confidentiality of all medical and personal information of Health Agency patients and clients;
- 4.6 Affiliating Institution agrees to provide upon request, evidence of current professional liability insurance coverage with minimum limits as specified in Article 1.1 for students, instructors and supervisors participating in Educational Program.
- 4.7 Affiliating Institution agrees to withdraw from the Educational Program any student, instructor or supervisor who is unacceptable to the Health Agency for reasons of health, performance of duties or other reasonable cause;
- 4.7 Additional Terms: None.

ARTICLE V. JOINT RESPONSIBILITY

It is mutually agreed that:

- 5.1 The Health Agency is an autonomous institution which shall be responsible for and retain control over the organization, administration, operation, financing and delivery of its services;
- 5.2 The Affiliating Institution is an autonomous institution which shall be responsible for and retain control over the organization and administration of its Educational Program;
- 5.3 Students, instructors and supervisors of Affiliating Institution shall under no circumstances be considered employees of Health Agency during the hours in which they are participating in Educational Program;
- 5.4 Health Agency and Affiliating Institution Liaisons shall meet periodically for purposes of planning, exchanging information, evaluating Educational Program and resolving problems and differences;
- 5.5 No student, instructor or supervisor shall be discriminated against because of race, color, sex, religion, or national origin.
- 5.6 This contract contains the entire agreement of the parties. It shall not be amended except by written agreement signed by both parties;
- 5.7 This agreement shall become effective on the Beginning Date specified in Article 1.1 and shall terminate on the date specified in Article 1.1 or, if no termination date is specified, shall continue until terminated. Either party to this agreement may terminate it at will and prior to the date in Article 1.1, by serving not less than ninety (90) days written notice of such intention on the other party; however, the parties agree that if an academic semester has commenced, termination shall not be effective until completion of the semester;
- 5.8 Additional Terms: None.

STANDARD EDUCATION AFFILIATION AGREEMENT

FOR: KENTON COUNTY
SCHOOL DISTRICT

Henry Webb, Ph.D.
Superintendent

Date

FOR: THOMAS MORE COLLEGE

David A. Armstrong, J.D.
President

Lisa S. Torok, RN, Ph.D.
Chair, Department of Nursing

10-24-17
Date