

DATE:

2/9/2021

AGENDA ITEM (ACTION ITEM):

Consider/Approve the Memorandum of Agreement between Ithaca College and the Kenton County School District (KCSD) for Ithaca College students to perform clinical experiences in KCSD schools through the 2023-24 school year.

APPLICABLE BOARD POLICY:

01.11- General Powers and Duties of the Board

HISTORY/BACKGROUND:

Ithaca College School of Health Sciences & Human Performance requires clinical experience for students preparing for the performance of Physical Therapy, Occupational Therapy, Speech-Language Pathology/Audiology, Recreation & Leisure Services, Exercise Science & Athletic Training, and HealthPromotion/Health Sciences. The Kenton County School District would like to allow these college students to serve as interns within our district. Not only will the continued partnership grow the education profession, it will serve as a first-hand recruiting tool for administrators who have the opportunity to observe the potential of the students while under their supervision.

FISCAL/BUDGETARY IMPACT:

\$0 cost to the district

RECOMMENDATION:

Approval to the Memorandum of Agreement between Ithaca College and the Kenton County School District (KCSD) for Ithaca College students to perform clinical experiences in KCSD schools through the 2023-24 school year.

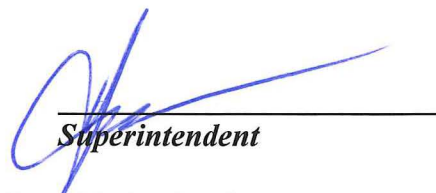
CONTACT PERSON:

Malina Owens

Principal/Administrator



District Administrator



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.

ITHACA COLLEGE
SCHOOL OF HEALTH SCIENCES & HUMAN PERFORMANCE
STANDARD AFFILIATION AGREEMENT

THIS AGREEMENT, made this 5th day of February, 2021, by and between **Ithaca College**, a New York Educational Corporation with its principal office in Ithaca, NY (hereinafter referred to as the "College"), and **Kenton County School District**, Ft. Wright, KY (hereinafter referred to as the "Facility").

For the purposes of this agreement, "Facility", includes but is not limited to, any one of the following: Hospital, Private Practice, School, Clinic, Nursing Home, Healthcare Agency.

WHEREAS, the College conducts educational programs for students preparing for the practice of Physical Therapy, Occupational Therapy, Speech-Language Pathology/Audiology, Recreation & Leisure Services, Exercise Science & Athletic Training, Health Promotion/Health Sciences (the "Program") and

WHEREAS, the Facility has facilities well suited to provide clinical training and experience for the students in the Program, and

WHEREAS, the parties hereto are desirous of cooperation in order to produce qualified, client-oriented and clinically trained professionals,

NOW THEREFORE, in consideration of the mutual covenants, promises and provisions hereinafter set forth, it is agreed as follows:

DUTIES AND RESPONSIBILITIES OF THE COLLEGE

1. The College shall be responsible for the administration of the Program, its curriculum content, requirements for matriculation and graduation, grading, records and faculty appointments. Each program will have a designated faculty member who shall serve as liaison between the College and the Facility, coordinate the clinical and academic experiences of the students, assist the on-site instructor when necessary, and in other ways assist the Facility to provide an effective and meaningful learning opportunity for the students.

2. The College's students and faculty shall, at all times, be subject to and comply with all rules, regulations, procedures, and policies of the College and Facility, including the written policies set forth in the College's student handbook, departmental handbook, and the written policies, procedures, standards of care and protocols of the Facility.

3. The College shall require all participating students to purchase a minimum of \$2,000,000/\$4,000,000 professional liability insurance.

4. The College shall cooperate fully with the Facility with respect to physical examinations, vaccinations and availability of health records of the College's students participating in the Program. The College shall require each student affiliated at the Facility to maintain health insurance and furnish to the Facility the necessary health and vaccination documentation required by the Facility.

5. The College agrees to immediately remove a student from assignment at the Facility upon the Facility's request, after the Facility reasonably has determined that such removal is of urgent necessity. The Facility will discuss each particular situation with the designated faculty member prior to requesting removal unless emergency circumstances preclude such discussion.

6. The College agrees to indemnify and hold free and harmless the Facility, its board of directors, officers, agents, servants, employees and appointees from expenses, claims, lawsuits and judgments which the Facility, its officers, agents, servants, employees and appointees may become liable to pay or defend as a direct result of any negligent act or omission on the part of the College, its students, guests and appointees which might arise as a direct result of the College's student internships.

DUTIES AND RESPONSIBILITIES OF THE FACILITY

7. The Facility agrees to make its facilities available upon the terms and conditions hereinafter set forth in order to assist the College in carrying out its educational programs, having due regard for the Facility's primary objectives of providing high quality patient care and treatment.

8. The Facility shall provide appropriate supervision of students by qualified and certified personnel, make available clinical areas for student training, including necessary and appropriate equipment and supplies for administering therapy, shall provide adequate space and facilities for clinical instruction, and in general, shall undertake such activities as will permit students participating in the Program to gain clinical expertise.

The Facility will retain full responsibility for care of the patients and will maintain administrative and professional supervision of students insofar as their presence and program assignments affect the operation of the Facility and its care, direct and indirect, of patients.

The Facility will resolve any situation in favor of its patients' welfare and restrict a student to the role of observer when a problem may exist until the incident can be resolved by the staff in charge of the student or the student is removed. If the Facility reasonably has determined that such removal is of urgent necessity, it will notify the College to remove the student. The Facility will discuss each particular situation with the designated faculty member prior to requesting removal unless emergency circumstances preclude such discussion.

9. Except as otherwise agreed between the parties, the Facility shall not be responsible for any compensation for services or expenses for medical, meals, travel or other incidental expenses incurred by College students or faculty participating in the Program, nor shall the College become obligated to the Facility or any member of its staff for any expenses or payment. The Facility shall secure emergency medical care at cost to students who become ill or are injured while on duty. In the event a student is exposed to an infectious or environmental hazard or other occupational injury (i.e. needle stick) while at the Facility, the Facility will provide such emergency care as is provided its employees, including, where applicable: examination and evaluation by the Facility's emergency department or other appropriate facility as soon as possible after the injury; emergency medical care immediately following the injury as necessary; initiation of the HBV, Hepatitis C (HCV), and HIV protocol as necessary; and HIV counseling and appropriate testing as necessary. In the event that the Facility does not have the resources to provide such emergency care, the Facility will refer such student to the nearest emergency facility. The student will be responsible for any charges thus generated.

10. The Facility agrees to indemnify and hold free and harmless the College, its board of trustees, officers, agents, servants, employees and appointees from expenses, claims, lawsuits and judgments which the College, its trustees, officers, agents, servants, employees and appointees may become liable to pay or defend as a direct result of any negligent act or omission on the part of the Facility, its board of directors, officers, agents, servants, employees and appointees which might arise as a direct result of the College's student internships.

CONFIDENTIALITY

11. The students and faculty of the College shall respect the confidential nature of all information that they have access to, including but not limited to patients' personal health information provided to them orally, contained in patient medical records or maintained on the Facility's electronic system.

12. The College shall advise all students and faculty of the importance of complying with all relevant state and federal confidentiality laws, including the Health Insurance Portability and Accountability Act of 1996 (HIPAA), to the extent applicable. In addition, the College agrees to provide students and faculty with an overview of the requirements of the privacy and security provisions of HIPAA and to advise them of the importance of complying with the Facility's policies and procedures relative to HIPAA. The College shall also advise students that the confidentiality requirements survive the termination or expiration of this Agreement.

13. The Facility agrees to provide students and faculty with training regarding the Facility's policies and procedures relative to HIPAA. The College and the Facility acknowledge that students and faculty may use patients' personal health information for educational purposes at the Facility and at the College. To the extent practicable, all information used for such purposes shall be appropriately de-identified so as to remove all data that may be used to connect such information back to the patient to whom it relates.

MUTUAL TERMS AND CONCLUSIONS

14. The parties agree that the number of students to be assigned to the Facility, their schedules and dates of admission shall be mutually arranged and agreed upon at least one month prior to the commencement of each program at the Facility.

15. The College's students and faculty participating in the Program at the Facility shall in no event become nor be deemed to be employees, servants or agents of the Facility, nor shall any person on the staff or administration of the Facility become or be deemed to be an employee, servant or agent of the College.

16. The parties agree to continue their respective policies of nondiscrimination based on sex, age, race, color, creed, national origin, sexual orientation, veteran's status, gender identity or expression, Title IX of the Educational Amendments of 1972 and other applicable laws, including the Americans with Disabilities Act.

17. To the extent the Facility generates or maintains educational records related to the participating student and as defined under the Family Educational Rights and Privacy Act of 1974 (FERPA) (20 U.S.C §1232g; 34 CFR Part 99), the Facility agrees to comply with FERPA to the same extent as such laws and regulations apply to the College and shall limit access to only those employees or agents with a need to know. For the purposes of this Agreement, pursuant to FERPA, the College hereby designates the Facility as a school official with a legitimate educational interest in the educational records of the participating student(s) to the extent that access to the College's records is required by Facility to carry out the program.

18. Each paragraph of this Agreement is severable from all other paragraphs and if any paragraph or subparagraph of this Agreement is invalid or unenforceable for any reason, all remaining paragraphs and subparagraphs will remain in full force and effect. This Agreement shall be governed by and construed under the laws of the State where the Facility is located.

19. The term of this Agreement shall be three (3) years, unless earlier terminated by the parties upon mutual consent or as otherwise set forth within. After the initial three (3) year term of this Agreement, this Agreement shall renew for successive three (3) year terms by execution of a Letter of Continuity every three (3) years.

20. Either party to this Agreement may terminate the same by giving at least ninety (90) days written notice to the other. In the event that this Agreement is terminated by either party, the students enrolled at the time of termination will be given the opportunity to complete their clinical education at the Facility where they were placed prior to the termination.

21. This Agreement may not be modified, amended or rescinded orally. The waiver of a breach of any of the terms hereof shall not be deemed a waiver of any subsequent breach or default of the same or similar nature and shall not in any way affect the terms hereof. No waiver shall be valid or binding unless in writing and signed by the parties. Neither party shall assign any of its rights or obligations under this Agreement without the prior consent of the other party. Any such assignment is expressly prohibited and shall be deemed null and void.

22. No party shall use the other's name or logo in any descriptive of promotional literature or communication of any kind without the other's prior written approval.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first above written.

KENTON COUNTY SCHOOL DISTRICT

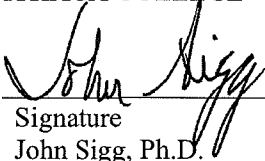
Signature of Duly Authorized Representative

Date

Name of Duly Authorized Representative

Position of Duly Authorized Representative

ITHACA COLLEGE



Signature

John Sigg, Ph.D.

Associate Dean

School of Health Sciences & Human Performance

2/5/2021

Date