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:
3/9/18

AGENDA ITEM (ACTION ITEM):
Consider/Approve an agreement between the Kenton County School District and Spalding University's Auerbach School of Occupational Therapy to allow field experience for students in their program within our district.

APPLICABLE BOARD POLICY:
3.3 Student Teachers

HISTORY/BACKGROUND:
Spalding University requested consent to partner with the Kenton County School District by placing students in our district for their field work experience. Students in the program would be supervised by OT's or COTAs. In additional to building community partners, the district would benefit by having a masters level professional available to work with students in need of occupational therapy support. Students placed in the district would be able to assist with the completion of evaluations and evaluation reports

COTA = Certified Occupational Therapy Assistant

FISCAL/BUDGETARY IMPACT:
There is no anticipated cost incurred as a result of this partnership as the positions will be unpaid.

RECOMMENDATION:
Request approval to enter into an agreement with Spalding University for the potential field placement of students enrolled in Spalding University's Auerbach School of Occupational Therapy for the purpose of practical learning and clinical experience.

CONTACT PERSON:
Rebecca Nixon

Principal *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.

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.*"

JD 3/27/18

STATEMENT OF AGREEMENT

BETWEEN

KENTON COUNTY SCHOOL SYSTEM

AND

THE AUERBACH SCHOOL OF OCCUPATIONAL THERAPY

OF SPALDING UNIVERSITY

LOUISVILLE, KENTUCKY

RECITALS:

A. The Auerbach School of Occupational Therapy (ASOT) of Spalding University desires that certain of its students and, when appropriate, faculty be permitted to visit and utilize the premises of ***KENTON COUNTY SCHOOL SYSTEM*** in Kentucky for the opportunity to engage in practical learning and clinical experiences in occupational therapy.

B. Facility recognizes the need for expansion of the educational development of health professionals, and desires to make its premises available for such purposes.

C. ASOT and Facility (collectively the "parties") desire to affiliate for the purpose of providing practical learning and clinical experiences in occupational therapy for students enrolled in Spalding University.

D. The purpose of this Agreement is to determine the use of the facilities for services with ***KENTON COUNTY SCHOOL SYSTEM*** herein after referred to as ("Affiliating Agency") for the learning experiences for occupational therapy students in the ASOT of Spalding University. It is understood that the ASOT of Spalding University is responsible for the educational program for these occupational therapy students while they are assigned to the Affiliating Agency.

II. AFFILIATING AGENCY AGREES TO:

A. Designate a member(s) of its staff for fieldwork supervisor(s) to:
   1. Provide for student orientation to the Affiliating Agencies facility.
   2. Be responsible for coordinating the clinical experience and providing a planned and supervised program.
   3. Meet qualifications to supervise ASOT students for the level of fieldwork being performed

a. Level I fieldwork: supervising staff may be any professional of occupational therapy and professionals of other disciplines including but not limited to physical therapists, speech-language pathologists, teachers, activity directors, social workers, etc.
b. Level II fieldwork: supervising staff must be a licensed (or otherwise regulated) occupational therapist with a minimum of one year full-time experience subsequent to initial certification. If no occupational therapy services exist at the Affiliating Agency, a documented plan for provision of occupational therapy services and supervision by a currently licensed (or otherwise regulated) occupational therapist with a minimum of 3 years' full-time professional experience. Supervision must include a minimum of 8 hours of direct supervision each week of the fieldwork experience. An occupational therapy supervisor must be available to the student all working hours via a variety of contact measures. An on-site supervisor of another profession will be designated while the occupational therapy supervisor is off site.

4. Engage in fieldwork educator competency (initial training or verification of continued competency) to ensure preparation for supervision of ASOT students during Level I and/or Level II fieldwork experiences.
5. Provide ASOT students with site-specific learning objectives that are commensurate with their level of fieldwork, collaborate with ASOT faculty to create/modify objectives, or adopt ASOT fieldwork objectives for their site's fieldwork objectives.

B. Provide the use of such clinical facilities as are needed to teach occupational therapy students in the ASOT of Spalding University, provided such facilities are mutually agreed upon by the Affiliating Agency and the ASOT. Affiliating Agencies are available annually for Level I and Level II fieldwork during the fall, winter, spring, and summer periods of the academic year.

C. Maintain a sufficient level of staff support to provide supervision of students and to carry out the normal service functions without having students perform treatment in lieu of staff. Notify the ASOT of Spalding University if staffing falls below this level while students are present in the scheduled fieldwork.

D. Fieldwork supervisors will work with faculty in an adjunctive relationship. This includes documentation of students' performances and progress to be used in formative and summative student clinical evaluations.

E. Faculty at all times retains the responsibility for overall evaluation of student clinical performance and assignment of a grade.

F. Permit the ASOT students of Spalding University to perform services for Affiliating Agency's clients only when supervised as mandated by the professional accrediting body of Accreditation Council of Occupational Therapy Education and other regulatory bodies. The ASOT of Spalding University guidelines stipulate students shall work, perform assignments, and

participate in rounds, staff meetings, and in-service education programs at the discretion of the supervisor designated by the Affiliating Agency.

G. When and where possible, provide for the use of conference rooms, teaching and instructional areas, library facilities, and resources.

H. Supply Spalding University with copies of any policies or procedures with which the students will be expected to comply.

I. Ensure emergency medical treatment is provided to students, if needed, for illness or injuries suffered during the clinical experience. Such treatment shall be at the expense of the student or faculty person treated.

J. Retain ultimate responsibility for the provision of all services provided to clients of Affiliating Agency.

K. Understands and agrees that information embodied in student education records is protected from disclosure pursuant to the Federal Family Education and Privacy Rights Act ("FERPA"), 20 U.S.C. section 1232(g) and agrees to abide by its provisions. Affiliating Agency will report to Spalding University any breach of such confidential student information within five (5) days of becoming aware of a breach. Upon termination, cancellation, expiration or other conclusion of the Agreement, Affiliating Agency shall securely store or destroy confidential student education records in accordance with its own human resources retention policies.

L. Be responsible for the enforcement of its HIPAA policies and procedures and compliance by Spalding University students. Spalding University students will be functioning as part of the Affiliating Agency's workforce pursuant to 45 C.F.R. section 160.103 and will be subject to the Affiliating Agency's HIPAA policies and procedures.

M. Does hereby acknowledge that the educational program for students in the ASOT of Spalding University is arranged by the administration and faculty. Variations in the ASOT program are determined by University policies, activities, and students' needs.

III. SPALDING UNIVERSITY AGREES TO:

A. Notify the Affiliating Agency at least sixty (60) days prior to the beginning of each Level II clinical experience and (30) days prior to the beginning of each Level I clinical experience of the number of students it desires to place at the Affiliating Agency. The number of students placed at the Affiliating Agency will be agreed upon by the ASOT of Spalding University and the Affiliating Agency.

B. Initiate communication, through appropriate faculty members, with the Fieldwork Supervisor of the Affiliating Agency in order to discuss learning

experiences for occupational therapy students. Thus, the safety and welfare of clients, as well as the learning needs of the students, will be safeguarded.

C. Ensure that the ASOT students of Spalding University are in good health, have current immunizations, have no communicable diseases prior to admission to the first occupational therapy fieldwork course, and provide copies of health records upon request. Immunization records include two MMR, a record of Tetanus/Diphtheria shot within past 10 years, a negative 1-step Tuberculosis skin test, or if positive, evidence of negative chest X-Ray, Hepatitis B series (or signed declination form), and varicella immunization or medical documentation of past history of illness.

D. All students participating in the fieldwork experience will provide verification of CPR certification, which will be renewed according to the guidelines of the certifying agency, American Heart Association for the Healthcare Provider.

E. All students will complete a criminal background check prior to admission to this program and prior to the first occupational therapy fieldwork experience. In addition, all students participating in fieldwork experiences at this facility will complete updated criminal background checks, additional background checks, and/or a finger print screening, *per facility request.*

F. Students will be informed of the confidential nature of all Affiliating Agency patient and client records, and of their obligations to protect the privacy o and security of all protected health information. All students prior to admission to the first occupational therapy fieldwork experience will participate in an orientation where they will receive education on HIPAA. Evidence of this education will be kept in the student's file.

G. In accordance with the Bloodborne Pathogen Standard of the Occupational Safety and Health Act, set forth at 29 CFR §1920.1030 ("Bloodborne Pathogen Standard"), School and students will comply with applicable OSHA/CDC requirements. Spalding University and Affiliating Agency will coordinate the provision of protective equipment to each student as reasonably required. If there is an exposure incident, Affiliating Agency will notify the School's Clinical Supervisor of the situation as soon as practicable. Spalding University will perform each of the following items and shall not permit any student to participate in the clinical experience until all such items are completed:

1. Train all students in accordance with the Bloodborne Pathogen Standard;

2. Provide Affiliating Agency, upon request, with a copy of the School's exposure assessment/determination plan;

3. Provide Affiliating Agency, upon request, with evidence of TB status determinations for each student;

4. Maintain all training and medical records in accordance with the Bloodborne Pathogen Standard; and

5. Neither Spalding University nor Affiliating Agency is responsible for providing or paying for any post-exposure care in the event of a student's exposure to a bloodborne pathogen.

H. Ensure that the ASOT of Spalding University and occupational therapy students carry general and professional liability and personal health insurance. The limit of general liability for occupational therapy students is $1,000,000.00/incident and $2,000,000.00/aggregate, and the limit of professional liability is $2,000,000.00/incident and $5,000,000.00/aggregate. The ASOT of Spalding University shall provide proof of insurance to the Affiliating Agency.

I. Communicate at appropriate times to evaluate fieldwork experiences of occupational therapy students and to review contractual agreements.

J. Assure that students understand that they are not entitled to wages for their activities during the period of affiliation with the Affiliating Agency and are not employees of the Affiliating Agency at any time when they are assigned to use the facilities of the Affiliating Agency. The students are not eligible for Workers' Compensation while assigned to the Affiliating Agency.

K. Notify each student prior to the assignment at Affiliating Agency that he or she is responsible for following the administrative policies, standards and practices of the Affiliating Agency.

L. While enrolled in a clinical experience at the facility, students and faculty will be subject to all applicable policies of the Affiliating Agency including the dress code. Students will be dismissed from the clinical setting if the clinical supervisor of the Affiliating Agency and the academic fieldwork coordinator determine that behavior displayed by the student is inappropriate to the clinical setting. The academic fieldwork coordinator must be notified immediately of any inappropriate behavior, and prior to intent of dismissal. The Affiliating Agency may immediately remove from the premises any student who poses an immediate threat or danger to patients, staff, visitors, the premises, or the public.

M. The ASOT of Spalding University understands that the Affiliating Agency is responsible for the care of its patients/clients.

IV. DISCRIMINATION:

There shall be no discrimination on the basis of race, color, national or ethnic origin, religion, sex, sexual orientation, age, disability or veteran status either

in the selection of students participating in the Program or as to the administration of either parties' policies.

V. TERMS OF THE AGREEMENT:

The Term of this Agreement shall initially be for a period of one (1) year, beginning on **March 1, 2018.** This Agreement shall automatically renew for successive one-year terms unless earlier terminated by either party. Notwithstanding any other method of termination set forth elsewhere in the Agreement, this Agreement shall terminate by mutual consent or by either party upon ninety (90) days written notice to the other party. If the Affiliating Agency terminates the Agreement, the students will be allowed to complete the Program curriculum for the semester affected within the 90-day notice period.

VI. INDEPENDENT RELATIONSHIP:

None of the provisions of this Agreement are intended to create, nor shall be deemed or construed to create, any relationship between the Affiliating Agency and the ASOT of Spalding University other than that of independent entities contracting with each other. Furthermore, no employment relationship between the Affiliating Agency and Spalding University, its students, or instructors is created.

VII. GOVERNING LAW:

This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky.

VIII. NOTICES:

All notices, requests, demands or other communications under this Agreement shall be in writing and shall be delivered in person or by reliable overnight courier service or deposited in the mail, postage prepaid, return receipt requested, addressed as follows:

If to Spalding University:

If to Affiliating Agency:

IX. MODIFICATIONS:

This Agreement may not be waived, altered, modified, supplemented, or amended in any manner except by written agreement signed by both parties.

X. ENTIRE AGREEMENT:

This Agreement constitutes the entire Agreement of the parties hereto with respect to the subject matter hereof, and there are no oral or written collateral representations, agreements, or understandings, except as provided herein.

+STATEMENT OF AGREEMENT:

Accepted for Spalding University's
Auerbach School of Occupational Therapy

_____ _____

Cindee Quake-Rapp, PhD, OTR/L
Chair, Auerbach School of Occupational Therapy
Spalding University

Date

For the Affiliating Agency:

Accepted for KENTON COUNTY SCHOOL SYSTEM

_____ _____

Signature Date

_____

(Printed Name and Title of Position)

_____ _____

Signature Date

_____

(Printed Name and Title of Position)