

Issue Paper

<u>DATE</u>: November 9, 2021

AGENDA ITEM (ACTION ITEM):

Consider/Approve an affiliation agreement with Thomas More University allowing the KCSD nursing staff to preceptor Thomas More nursing students for one year beginning January 1, 2022, with automatic renewals for successive one-year terms.

APPLICABLE BOARD POLICY:

01.1 Legal Status of the Board

HISTORY/BACKGROUND:

KCSD nursing staff have been preceptors for Thomas More Community Health nursing students completing their Community Health nursing clinical experiences since 2015. KCSD nursing staff would like to continue this affiliation. Thomas More University Standard Education Affiliation Agreement is attached.

FISCAL/BUDGETARY IMPACT:

\$0.00 for schools and district

RECOMMENDATION:

Approval of the affiliation agreement with Thomas More University allowing the KCSD nursing staff to preceptor Thomas More nursing students for one year beginning January 1, 2022, with automatic renewals for successive one-year terms.

CONTACT PERSON:

Paula Rust, Director of Health Services

Principal/Administrator

District Administrator

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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.

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:	November 11, 2021
BEGINNING DATE:	January 1, 2022
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 University
INSTITUTION LIAISON:	Lisa L. Spangler, RN, Ph.D. Chair, Department of Nursing
ADDRESS:	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: This Agreement shall become effective as of the Beginning Date specified in Article 1.1 and shall remain in effect for one (1) year unless otherwise sooner terminated as specified in Article 5.7. Otherwise, at the end of said initial term, this Agreement shall be automatically renewed for successive one-(1) year terms.

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 Health Agency agrees to cooperate with Affiliating Institution on any and all internal investigations and/or compliance-related procedures as spelled out in Affiliating Institution's policies or required by law arising out of any actions related to this Agreement;
- 3.5 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 Health Agency determines to be unacceptable, in conjunction with the Affiliating Institution, for reasons of health, performance of duties, or other reasonable cause;
- 4.8 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 continue until terminated by either party to this agreement 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 Beginning Date: January 1, 2022

FOR: Kenton County School District

FOR: Thomas More University

Dr. Henry Webb Superintendent

Date

Nov. 29, 2021 chech

Joseph L. Chillo, LP.D. President

1505 Date

Dr. Lisa L. Spangler D Chair, Department of Nursing

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