



JESSE BACON, SUPERINTENDENT
ADRIENNE USHER, ASSISTANT SUPERINTENDENT
BRANDY HOWARD, CHIEF ACADEMIC OFFICER
TROY WOOD, CHIEF OPERATIONS OFFICER

Board Memo

To: Jesse Bacon, Superintendent 
Adrienne Usher, Assistant Superintendent

From: Althea Hurt, Director of Human Resources 

Date: May 7, 2024

Re: **Item for the MAY Board Meeting - Affiliation Agreement with U of L (Counseling Program)**

Attached is an Affiliation Agreement between BCPS and U of L's College of Education for the Counseling and Human Development Internship/Practicum Program. Students will be placed in BCPS schools under qualified professionals to gain valuable experience. Our Board Attorney has reviewed the Affiliation Agreement.

Attachment:
Affiliation Agreement

AFFILIATION AGREEMENT

This Affiliation Agreement (hereinafter the "Agreement") is entered into between Bullitt County Public Schools (hereinafter "Center") and the University of Louisville (the "University"), on behalf of its College of Education and Human Development (hereinafter the "CEHD"). The CEHD offers an Internship/Practicum Program (hereinafter the "Program") for students enrolled in certain degree programs in the Department of Department of Counseling and Human Development ("ECPY"). The CEHD and ECPY require that students participating in the Program gain valuable practical experience related to their degree area under the supervision of qualified professionals. Center offers a practical teaching and learning environment where Program students would be supervised by qualified professionals in their area of study. Center wishes to make its expertise, facilities, and resources available to CEHD and ECPY students so they receive the experiences necessary to fulfill the goals of the Program.

In consideration of the promises herein, the parties agree as follows:

I. CENTER'S RESPONSIBILITIES

- A. Center agrees to provide valuable practical teaching and learning experiences to all CEHD students participating in the Program.
- B. In order to best provide these experiences, Center will appoint a Site Supervisor (hereinafter the "Site Supervisor") who will collaborate and cooperate with the Internship/Practicum Director of ECPY to ensure that all provisions of this Agreement are satisfied.
- C. The placement of students will be jointly agreed upon by the Site Supervisor of Center and the Internship/Practicum Director of ECPY (hereinafter the "Internship/Practicum Director"). Center reserves the right to conduct a background check of any potential Program student prior to participation in the Program. If Center chooses to conduct a background check, the Site Supervisor will inform the Internship/Practicum Director of the intent to do so, and will provide the Internship/Practicum Director with the resulting report if requested by the Internship/Practicum Director.
- D. Prior to participation in the Program, Center agrees to provide to all Program students its regulations, rules of conduct, procedures, and policies. After the Program begins, the Site Supervisor will inform the Internship/Practicum Director of any new or revised regulation, rule of conduct, procedure, or policy that could affect the Program or Program students. If the Internship/Practicum Director believes that the new or revised regulation, rule of conduct, procedure, or policy affects the Program or Program students, Center agrees to inform all Program students and the Internship/Practicum Director of the new or revised regulation, rule of conduct, procedure, and/or policy and provide any training necessary to best ensure Program student compliance.

- E. Prior to participation in the Program, the Site Supervisor agrees to conduct an orientation session wherein the Site Supervisor will inform Program students of any portion of this Agreement that may affect their experiences including, but not limited to: (1) all regulations, rules of conduct, procedures, or policies applicable to the Program student; (2) all rules concerning the interaction of Program students with minors (age 18 or less); (3) the need for confidentiality concerning all Center participant or staff information; (4) the provisions in the Agreement related to insurance/liability; (5) the need to possess evidence of health insurance coverage; and (6) the relevant provisions of the Health Insurance Portability and Accountability Act.

- F. Prior to participation in the Program, the Site Supervisor agrees to cooperate fully with the Internship/Practicum Director in evaluating each individual Program student's needs to maximize each student's experience and to collaborate with the Internship/Practicum Director to develop clear written objectives and activities for each Program student's teaching and learning experiences. These objectives and activities will be set forth in a Practicum Agreement to be prepared by the student in cooperation with the Clinical Coordinator and Site Supervisor. The Site Supervisor agrees to cooperate fully in evaluating each student's needs and qualifications to maximize each student's educational resource experience when collaborating on completion of the Practicum Agreement.

- G. Center agrees that during the Program, it is responsible for all Program students and any faculty or administrators of the CEHD and ECPY while those individuals are on the premises of Center, and Center will maintain administrative and professional supervision of those individuals. As part of that supervision, Center agrees that it will not leave a Program student alone with a Center participant, and that a full time Center employee will be present whenever a Center participant is interacting with a Program student.

- H. During the Program, if Center believes that a Program student has violated a regulation, rule of conduct, procedure, or policy, the Site Supervisor agrees to immediately notify the Internship/Practicum Director in writing of the circumstances of the possible violation. Center's written statement shall: (1) identify the specific regulation, rule of conduct, procedure, or policy violated; (2) confirm when and how the Program student was informed of the regulation, rule of conduct, procedure, or policy prior to the violation; (3) describe the facts underlying the alleged violation; and (4) describe the possible penalties or remedies for the violation. The Internship/Practicum Director will then have ten (10) days to respond to Center in writing concerning Center's written statement. Center will then consider the Internship/Practicum Director's written response and make a final determination as to whether a violation occurred, the appropriate penalty or remedy, and whether the student may return to Center for

further teaching and learning experiences. Center will provide this final determination in writing to the Internship/Practicum Director. If Center determines that the Program student should not return to complete the Program, it will allow the Internship/Practicum Director five (5) days to provide to Center any other information that may affect Center's final determination. Center has the right to request that a Program student immediately leave, or be removed from, the premises of Center if the Program student acts unlawfully or engages in behavior that endangers others.

- I. The Site Supervisor will provide verbal and written feedback to each student and the Internship/Practicum Director during the student's participation in the Program. Written feedback will be provided to the Internship/Practicum Director at the conclusion of the student's participation in the Program. The written feedback will: (1) confirm that the objectives and activities previously agreed to concerning the student were completed; (2) evaluate the performance of the student; and (3) provide any comments concerning possible areas of improvement for the student.
- J. The number of students assigned to, and accepted by, Center at any given time shall be agreed upon by the Site Supervisor and the Internship/Practicum Director, and Site Supervisor agrees to cooperate fully in determining how many students should be engaged in the Program.
- K. Because active participation in learning experiences by the Program students are an integral part of the Program and academic credit is earned by the student through the experiences, Center is not required to provide any monetary compensation to the student for any activities performed by the student.

II. THE RESPONSIBILITIES OF THE CEHD AND ECPY

- A. The CEHD and ECPY shall appoint the Internship/Practicum Director, who shall be an appropriately qualified member to the Program who shall coordinate student field experience placement and cooperate with the Site Supervisor in establishing the student's objectives and activities, determine the number of students at Center, and communicate with Center concerning any other aspect of the Agreement.
- B. If requested by Center, the Internship/Practicum Director will provide to Center a copy of the curriculum and course content of the academic program for students in the Program.
- C. The Internship/Practicum Director shall recommend a student for the Program only if the student has successfully completed all necessary

academic requirements.

- D. The Internship/Practicum Director shall advise the Site Supervisor of any change in the accreditation status of the Program.

III. INSURANCE /LIABILITY

- A. The parties agree that any student injured on Center's premises during scheduled field experiences will be assessed and provided with emergency care as appropriate through Center's available resources. The parties agree that Program students are not afforded legal protection under Center's worker's compensation or health insurance policy and that any expenses for emergency examination or treatment to a student shall not be borne by Center, the University, the CEHD, or ECPY. Center is entitled to request proof of health insurance in writing from any student. Center is also entitled to request in writing from any student proof of any vaccinations/inoculations required by Center, which may include, but shall not be limited to, tuberculosis, rubeola, and rubella.
- B. The parties agree that the Agreement does not confer employment on the students in the Program and therefore, students are not entitled to any Center employee benefits, including, but not limited to, Social Security, employment compensation, or worker's compensation.
- C. If requested by Center, the Internship/Practicum Director will provide a current certificate of insurance describing professional and general liability coverage for students and faculty of the University with limits of liability coverage not less than \$1,000,000 per occurrence.

IV. CONFIDENTIAL INFORMATION

- A. The Internship/Practicum Director shall make all reasonable efforts to maintain confidentiality regarding all personal information of all Center participants and staff received during the educational resource experience and will cooperate with the Site Supervisor to inform Program students concerning the need to make reasonable efforts to maintain confidentiality concerning all personal information of all Center participants and staff.
- B. The parties acknowledge that if Center is a covered entity as defined in the privacy regulations promulgated pursuant to the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), to the extent that Program students or Internship/Practicum Director have access to protected health information ("PHI"), as such is defined under HIPAA, due to their participation in the student's assignment at Center, it is agreed that for HIPAA purposes only, those students and employees of the CEHD are

deemed to be part of Center's "workforce" and involved in Center's "healthcare operation", as such terms are defined under HIPAA. Under such circumstances, those individuals shall be subject to Center's written policies and procedures governing the use and disclosure of PHI. The parties further agree that they believe the Agreement does not create a business associate relationship between them under HIPAA. Notwithstanding the foregoing, nothing herein shall create or be construed as creating an employer-employee relationship between Center and the Program students or the Internship/Practicum Director.

- C. Center acknowledges that certain documents, such as the competency development plans, monthly reports, mid-term and final evaluations, and action plans, may constitute student records within the meaning of University policies and/or the Family Educational Rights and Privacy Act ("FERPA"). Center agrees to protect Program students' educational records, as defined by FERPA, and the information contained therein from disclosure to third parties. To the extent permitted by law, the parties may share students' education records with each other, as may be necessary to perform their obligations under this Agreement.
- D. Center agrees to secure and protect any data that University shares with Center (and to require the same of any other entity with whom Center shares or gives access to that data) from unauthorized access, use, modification, disclosure, manipulation, or destruction, and will use processes that meet industry standard practices for protecting such information (which process must be at least as stringent as Center would use for protecting its own confidential information).
- E. University and Center agree that University will not supply University-issued student identification numbers or any other governmental issued identifiers (including, but not limited to, social security numbers) directly to Center. Students, at their own discretion, may supply such information directly to Center or to a third party who in turn makes such information available to Center.

V. TERM AND TERMINATION

- A. This Agreement shall commence upon execution and shall be in effect for a term of five (5) years. Any agreement to extend this Agreement 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 provided that students already assigned to Center will be permitted to complete their Center experiences necessary for the Program.

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. No individual in anyway related to this Agreement will be discriminated against on the basis of race, sex, gender, age, creed, national origin, disability, sexual orientation, marital status, pregnancy, veteran status, or any other status protected by applicable law.
- B. This Agreement shall be constructed and enforced in accordance with the laws of the Commonwealth of Kentucky.
- C. Individuals executing this Agreement on behalf of the institutions represent that they have been authorized to do so.
- D. Any amendment to this Agreement must be in writing and executed by both parties hereto.
- E. The relationship between the parties to this Agreement to each other is that of independent contractors. The relationship of the parties to this Agreement to each other shall not be construed to constitute a partnership, joint venture or any other relationship, other than that of independent contractors.

VIII. NOTICES

All notices given pursuant to this Agreement shall be in writing and delivered or sent to:

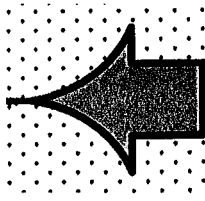
CENTER:
Bullitt County Public Schools
jesse.bacon@bullitt.kyschools.us

University of Louisville
University Counsel Office
231 S. Third Street
Louisville, Kentucky 40292
counsel.louisville.edu

IN WITNESS WHEREOF, the parties have executed this Agreement, which shall be effective as of the last date of signature below.

CENTER

UNIVERSITY OF LOUISVILLE



Name: Jesse Bacon
Title: Superintendent

Thomas Gerard Bradley
EVP and Provost

Date 5/20/2024

Date: