

ORANGE COUNTY
BOARD OF EDUCATION

AGENDA ITEM ABSTRACT

Meeting Date: December 9, 2013

AGENDA ITEM No. 13-12-08

ACTION ITEM: (Y/N) Y

SUBJECT: Lenoir-Rhyne University Intern Agreement

INFO. CONTACT: Pam Jones, Interim Exec. Director – Auxiliary Services PHONE: (919) 732-8126

ATTACHMENTS:

- 1.) Agreement
- 2.) Rotation Competency Form

PURPOSE: To consider approving an agreement with Lenoir-Rhyne University, Hickory, NC that would allow a dietetic intern to work with the OCS Child Nutrition Department.

BACKGROUND: Lenoir-Rhyne University, Hickory, NC has once again requested Orange County Schools accept one intern in their dietetic program. For several years, Valerie Green, Child Nutrition Director, has been a preceptor for this program. Orange County Board of Education policy dictates formal action must be taken by the Board for all interlocal agreements, regardless of financial impact.

The student would be at OCS sites beginning February 10 through March 28, 2014 for the 240-hour practicum.

Highlights of the Agreement include:

- OCS will provide a location for the student's learning experience, however may exclude the student from the site at the sole discretion of OCS, should the need arise;
- The University accepts responsibility for ensuring the intern is properly trained/educated for the proposed clinical experience;
- The University agrees to send qualified and trained interns to the work site; and accepts responsibility for their conduct while completing the internship;
- The University provides professional liability insurance for the intern's actions while working with OCS in the amount of \$1million/\$3million aggregate per occurrence, evidenced by a Certificate of Insurance to OCS;
- The University also agrees to comply with the Lunsford Act requirements.

An Administrative Rotation Competency Form, which generally outlines practicum activities, is attached for the Board's information.

FINANCIAL IMPACT: There is no financial impact associated with this approval.

RECOMMENDATION: The Superintendent recommends the Board approve an interlocal agreement with Lenoir-Rhyne University, Hickory, NC allowing a dietetic intern to work with the OCS Child Nutrition Department as indicated; and authorize the Chair to sign on behalf of the Board.

MEMORANDUM OF AGREEMENT

AGREEMENT, made this 9th day of December, 2013 by an between **Orange County Schools (hereinafter "Facility") and Lenoir Rhyne University (hereinafter "University")**.

WHEREAS, University is engaged in the education of students enrolled in dietetic internship, and

WHEREAS, selected clinical experiences are essential to accomplish the educational objectives for those students enrolled in the University's dietetic internship programs; and

WHEREAS, Facility provides dietetic services to public school students; and

WHEREAS, the University desires that certain of its students gain clinical experience through an internship in the Facility and Facility has agreed to provide facilities wherein said interns gain such clinical experiences.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties agree as follows:

1. Clinical areas, dates, times and numbers of interns will be mutually agreed upon at the beginning of each academic term.
2. Facility makes no commitment to accept any particular number of interns, nor any commitment as to how long it will keep an intern once accepted. University and Facility shall work together to coordinate the clinical education experience to facilitate a meaningful learning experience for interns. Each party shall keep the other informed of changes in curriculums, programs, or staff, which may affect the clinical education experience.
3. Facility shall have the right, at its sole discretion, to exclude an intern or faculty member from the facilities for any reason which Facility deems appropriate. In the event Facility elects to exclude an intern or faculty member, it shall notify University prior to taking such action.
4. Interns or faculty assigned to Facility pursuant to the Agreement shall not be deemed employees or agents of Facility and shall not be responsible for payment to any intern or faculty member of any salary, wage, or employment related benefit, including, but not limited to workers' compensation benefits.
5. University faculty and interns, when at the Facility, will work within the established framework of policies and procedures of said Facility.
6. University will be responsible for conduct of interns while they are at the Facility.
7. University will be responsible for conduct of interns while they are at the Facility.
8. University accepts responsibility for its interns' education, appropriate disciplinary measures, and for arranging for the intern an appropriate clinical learning experience. During the term of any interns participation in a clinical education experience under this Agreement, University shall keep in full force professional liability insurance in the

amount of One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) in the aggregate, this shall extend to activities undertaken by faculty and interns pursuant hereto while at the Facility prior to any intern presenting for practicum. University will ensure the timely presentation of required Certificate of Insurance.

9. Each party shall be responsible for its own acts and omissions and shall not be responsible for the acts and omissions of the other party. To the extent permitted under applicable North Carolina law, University shall indemnify and hold Facility harmless against any and all liabilities, including reasonable attorney's fees, arising out of the negligent acts or omissions of its interns, faculty, or employees.
10. University shall ensure that all interns and visiting University Faculty who may have cause to visit Facility from time to time have had a physical examination, including a PPD test, and are current in the immunizations. Immunizations shall include Hepatitis B, Varicella, Tetanus, MMR, and TB Skin Test (or titer where appropriate). In no event, shall University enroll an intern for a clinical/practicum experience hereunder whom the University knows or has reason to believe has contracted a communicable disease. Additionally, University shall ensure that each intern assigned to Facility shall have had adequate training with regard to blood borne pathogens and OSHA requirements, University shall review with each faculty member or intern assigned to a Facility the necessity of protecting confidentiality of Orange County Schools student record and/or health information and the right to privacy of all patients of said facility (HIPPA). Any violation of the confidentiality policy or any release of patient information, whether at or away from the Facility will result in the immediate and permanent expulsion of a intern or faculty member from such Facility, and shall maintain control over patient care while cooperating with University in making selective learning experiences available to interns.
11. Lunsford Act/Criminal Background Checks. All parties acknowledge that N.C. General Statute 14-208.18 prohibits anyone required to register as a sex offender under Article 27A of Chapter 14 of the General Statutes from knowingly being on the premises of any school or other facility dedicated to the care of minors. The school system shall conduct criminal background checks and sex offender registry checks for all interns approved for placement in Orange County Schools, as well as any visiting University Faculty who may have cause to visit from time to time during the internship. University shall submit names of interns and/or Faculty no later than two weeks prior to intended placement or visit to Facility. Under no circumstances shall any intern or agent be assigned to perform any duties on Orange County Schools' property or events if said individual appears on any of the aforesaid sex-offender registries. At their sole discretion, Facility may deny access to intern or visiting faculty member based on results of the sex-offender registry or criminal background check. Failure to comply with this provision shall be grounds for immediate termination of the Agreement.
12. For the purpose of this Agreement, both University and Facility are independent contractors. Neither University nor Facility is authorized nor permitted to act as an agent or employee of the other.

13. University interns and faculty shall wear University designated uniforms with name tags while in or at the Facility.
14. Both University and Facility agree not to discriminate against interns based on federal and state laws.
15. Facility agrees to make reasonable accommodations according to the Americans with Disabilities Act.
16. Any notice to given hereunder shall be given in writing and delivered personally or by registered or certified mail, postage prepaid as follows:

To University: Julie Covington EdD, RD, LDN
Solmaz Institute for Obesity Dietetic Internship
LR Box 7155
Hickory, NC 28603

17. This Agreement shall commence on the 1st day of January, 2014, and continue until terminated by either party with thirty (30) Days written notice.
18. This Agreement shall be governed and construed in accordance with the laws of the State of North Carolina.
19. This Agreement may be executed in multiple counterparts, with each part so executed being deemed an original, however, collectively constituting but a single Agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands on the day and year about first written.

Orange County Schools

By: _____

Date: _____

Lenoir-Rhyne University

By: _____

Date: _____

Administration Rotation

Lenoir-Rhyne University Dietetic Internship
240 Hours (practicum)

Name _____

Year of Internship _____

Definition of Performance Standards:

- 3 = Exceed Expectations; excels above entry-level skills
- 2 = Meets Expectations; demonstrates sound knowledge and effective use of entry-level skills
- 1 = Needs improvement; performance not yet equal to that of entry-level dietitian
(Intern will need to develop and implement a plan for improvement in this area)
- N/A = Not available or not applicable

Note: One rotation evaluation will be used for all required activities and evaluations. The intern will keep the evaluation form until all competencies have been evaluated during rotations at multiple facilities, if necessary.

Competency	Suggested Activities and Experiences (If an alternate activity is used to meet the objective, please describe in comments)	Documentation in Portfolio	Preceptor Initials/Comments	Preceptor Evaluation			
				3	2	1	N/A
<p>CRD 1.1 Select indicators of program quality and/or customer service and measure achievement and objectives.</p> <p>CRD 1.5 Conduct projects using appropriate research methods, ethical procedures and data analysis</p> <p>CRD 4.6 Analyze quality, financial or productivity data and develop a plan for intervention (Administrative or Community Rotation)</p>	<p>CRD 1.1 / CRD 1.5 With the preceptor, identify, design and implement a plan for measuring one component of program quality. Collect and analyze data, interpret the results and make recommendations based on the results.</p>	<p>CRD 1.1 / CRD 1.5/ CRD 4.6 4 to 8 page typed report (may use digital photos, graphs and/or artwork). Place in portfolio.</p>					

Competency	Suggested Activities and Experiences (If an alternate activity is used to meet the objective, please describe in comments)	Documentation in Portfolio	Preceptor Initials/Comments	Preceptor Evaluation			
				3	2	1	N/A
CRD 1.3 Justify programs, products, services and care using appropriate evidence or data (Administrative or Community Rotation)	CRD 1.3 Identify a potential need in a target market for a new program, product, or service. Conduct a survey of the target market to determine consumer preferences. Justify the new program, product or service utilizing appropriate data (for example survey data, nutrient data analysis, cost benefit analysis, facility needs.) Review and discuss the results with your preceptor. (x-ref CRD 3.3)	CRD 1.3 Copy of survey, summary of survey results, description of proposed program, product or service with evidence or data used for justification.					
CRD 2.8 Apply leadership principles to achieve desired outcomes	CRD 2.8.1 Lead a committee to plan for a special event (i.e. National Nutrition Month, a theme day, Food Safety Week).	CRD 1.4.1 Written summary of event, including the purpose/goal of the event, committee members, resources utilized, any barriers/challenges and how these were handled, and evaluation outcomes. Include examples of educational methods and media used.					
CRD 2.9 Participate in professional and community organizations	CRD 2.9.1 Attend a minimum of one (1) professional meeting related to the practice of dietetics. <i>or</i> CRD 2.9.2 Participate in an organizational project or activity with a local community organization, for example the United Way, Second Harvest or the Salvation Army.	CRD 2.9.1 Include agenda from meeting. Signed by preceptor CRD 2.9.2 One page typed summary, signed by a representative of the community					

Competency	Suggested Activities and Experiences (If an alternate activity is used to meet the objective, please describe in comments)	organization Documentation in Portfolio	Preceptor Initials/ Comments	Preceptor Evaluation			
				3	2	1	N/A
CRD 2.10 Establish collaborative relationships with other health professionals and support personnel to deliver effective nutrition services.	CRD 2.10 Work in collaboration with foodservice employees, administrators, and support personnel.	CRD 2.10 Preceptor verification					
CRD 2.12 Perform self-assessment, develop goals and objectives and prepare a draft portfolio for professional development as defined by the Commission on Dietetics Registration.	CRD 2.12 Complete dietetic intern self-assessment of learning needs prior to starting administrative rotation. Discuss with preceptor.	CRD 2.12 Completed Dietetic Intern Self-Assessment of Learning Needs form for the Administrative rotation. Draft Professional Development Portfolio					
CRD 3.2 Develop and demonstrate effective communication skills for clinical and customer services in a variety of formats. <i>(tip: formats include oral, print, visual, electronic and mass media methods for maximizing client education, employee training and marketing.)</i>	CRD 3.2 Plan, direct, lead and evaluate an in-service class for foodservice employees using various educational methods/media (for example using Power Point with digital photos, graphs, artwork, videos, demonstrations, handouts, posters, role playing, computer applications)	CRD 3.2 Include supporting materials in portfolio.					

Competency	Suggested Activities and Experiences (If an alternate activity is used to meet the objective, please describe in comments)	Documentation in Portfolio	Preceptor Initials/ Comments	Preceptor Evaluation			
				3	2	1	N/A
CRD 3.3 Develop and deliver products, programs or services that promote consumer health, wellness and lifestyle management.	CRD 3.3.1 Based upon an identified need, develop a new product, program or service or enhance existing program that promotes consumer health, wellness and lifestyle management. This could be the product, program or service identified in CRD 1.3. Review and discuss with preceptor. <i>And</i> CRD 3.3.2 Identify and prioritize basic marketing opportunities for the identified product, program or service. Develop plan for implementing the marketing strategy. As able, implement plan and evaluate. Discuss with preceptor <i>Or</i> CRD 3.3.3 Review a foodservice recipe and modify it to promote health and wellness for consumers or clients. Consider consumer or client desire for flavor, visual appeal, and facility needs including equipment, staffing and budget constraints. Conduct a taste test of the revised menu item with consumers or clients to determine acceptance.	CRD 3.3.1 2-3 page typed summary placed in portfolio CRD 3.2.2 Include in above summary CRD 3.3.3 1-2 page typed summary placed in portfolio					
CRD 3.5 Coordinate procurement, production, distribution and service of goods and service	CRD 3.5.1 Complete an inventory CRD 3.5.2 Place a food or supply order CRD 3.5.3 Receive products following organization's policies and procedures CRD 3.5.4 Observe and audit tray or serving line for proper production of goods and services (i.e. Audit of time, temperature, product appearance, scoop numbers)	CRD 3.5 Preceptor verification					

Competency	Suggested Activities and Experiences (If an alternate activity is used to meet the objective, please describe in comments)	Documentation in Portfolio	Preceptor Initials/ Comments	Preceptor Evaluation			
				3	2	1	N/A
CRD 3.6 Develop and evaluate recipes, formulas and menus for acceptability and affordability that accommodate the cultural diversity and health needs of various populations, groups or individuals	CRD 3.6.1 Identify target market and plan/ modify cycle menus for regular and three (3) modified diets for one (1) week within the prescribed budgetary allotment that incorporates the principles of good nutrition. Evaluate with nutrition software. (Simulated populations may be used). OR Create a 3 week school lunch menu. (x-ref 4.5.2) <i>and</i> CRD 3.6.2 Perform cost analysis of the menu <i>and</i> CRD 3.6.3 Complete production records for the menu	CRD 3.6.1 Provide a summary of nutrition adequacy and evaluate menu for texture, flavor, color and repetition of menu items. Copy of menu with nutrient analysis in portfolio CRD 3.6.2 Copy of cost analysis CRD 3.6.3 Copy of production menu					
CRD 4.1 Participate in management of human resources	CRD 4.1.1 Review personnel policies pertinent to foodservice. Identify legal requirements and policies relative to maintenance of personnel records. CRD 4.1.2 Discuss staff scheduling with preceptor. Participate in staff scheduling for a group of employees for minimum of 1 week. As applicable, make recommendations in staffing and scheduling to make operations more efficient.	CRD 4.1 Copy of schedule and any recommendations made in portfolio					
CRD 4.2 Perform management functions related to safety, security and sanitation that affect employees, customers, patients, facilities and food	CRD 4.2.1 Review facility operating procedures and policies related to safety, security and sanitation (MSDS). CRD 4.2.2 Complete a food safety audit and review with preceptor	CRD 4.2.2 Complete food safety audit checklist					

Competency	Suggested Activities and Experiences (If an alternate activity is used to meet the objective, please describe in comments)	Documentation in Portfolio	Preceptor Initials/ Comments	Preceptor Evaluation			
				3	2	1	N/A
CRD 4.5 Use current informatics technology to develop, store, receive and disseminate information and data.	CRD 4.5.1 Review and discuss with preceptor computer resources and applications specific to foodservice (i.e. forecasting, menu planning, inventory, productivity, scheduling nutrient analysis, financial management.) CRD 4.5.2 Use nutrition analysis software to evaluate 1 week on menus. Report findings to target audience. (x-ref 3.6.1)	CRD 4.5.2 Copy of menu with nutrition analysis in portfolio (under CRD 3.6.1).					
CRD 4.7 Propose and use procedures as appropriate to the practice setting to reduce waste and protect the environment	CRD 4.7 Conduct an assessment of potential waste in the facility (i.e. water, recycling efforts, plate waste, etc.). Make recommendations based on the assessment. Discuss with preceptor.	CRD 4.7 Completed Plate Waste Form, 1-2 page summary of overall assessment and recommendations					
CRD 4.8 Conduct feasibility study for products, programs or services with consideration of costs and benefits.	CRD 4.8 Conduct a cost-benefit analysis to examine new products/services (i.e. make vs. buy). Provide a typed report of findings to preceptor and discuss.	CRD 4.8 Copy of report in portfolio					
CRD 4.9 Analyze financial data to assess utilization of resources.	CRD 4.9 Analyze the departmental monthly budget with the preceptor. Assess performance with meeting budget goals. Discuss with preceptor.	CRD 4.9 Preceptor Verification					
CRD 4.10 Develop a plan to provide or develop a product, program or service that includes a budget, staffing needs,	CRD 4.10 Develop a business plan for a theme meal or catering event including budget, staffing needs, facility requirements, equipment and supplies.	CRD 4.10.1 Copy of event plan and summary of execution. Include supporting materials (pictures, marketing materials)					

equipment and supplies.									
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Please discuss the Intern's strengths:

Please discuss any skills in which the Intern needs improvement:

The Action Plan to improve the Intern's performance is as follows:

Intern's comments:

LR Dietetic Intern Signature: _____

Supervising RD Signature: _____

Date of Discussion: _____