

Kenton County School District | *It's about ALL kids.*

**THE KENTON COUNTY BOARD OF  
EDUCATION**

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Dr. Henry Webb, Superintendent of Schools

**KCSD ISSUE PAPER**

**DATE:**

November 21, 2017

**AGENDA ITEM (ACTION ITEM):**

Affiliation Agreement between Thomas More College and Dixie Heights High School for Athletic Training Masters Degree Students to get Field Experience for Clinical Rotations

**APPLICABLE BOARD POLICY:**

09.311 STUDENTS Safety (Athletics)

**HISTORY/BACKGROUND:**

The TMC AT program is a master's program that was created 4 years ago. This year TMC will graduate their first group of master's students. In addition, they will be having a site visit from the accrediting body this semester to finalize their accreditation. The program has just over 70 students and is currently one of the largest in the school. All students are required to have clinical rotations with high school being a requirement. There will never be more than one student at your institution.

**FISCAL/BUDGETARY IMPACT:**

No budget impact

**RECOMMENDATION:**

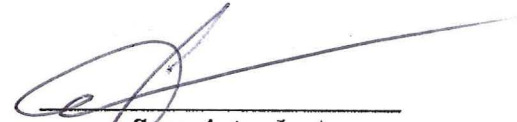
It is recommended that the Board approve this

**CONTACT PERSON:**

Tom Arnzen -Matt Wilhoite - Karen Hendrix

  
Principal

  
Director

  
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 Jessica Jehn  
"The Kenton County Board of Education provides Equal Education & Employment Opportunities."

AFFILIATION AGREEMENT  
BETWEEN  
THOMAS MORE COLLEGE  
AND

This AGREEMENT is entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, between Thomas More College, an accredited private institution through the Southern Association of Colleges and Schools (hereinafter the "Thomas More College") and  (hereinafter "the Organization").

WHEREAS, Thomas More College offers education programs including the Athletic Training Education Program (ATEP) and requires the use of clinical/field experience facilities; and

WHEREAS, the Organization desires to make available its clinical and educational resources to the Athletic Training Education Program for clinical experiences upon the terms and conditions set forth in this agreement; and

WHEREAS, Thomas More College and the Organization mutually desire to promote excellence in the provision of professional services, health education and research, and to contribute to the professional growth and competence of students in the Athletic Training Education Program, and

WHEREAS, Thomas More College and the Organization desire to develop and implement clinical/field education experiences through the Organization for students enrolled in the Thomas More College Athletic Training Education Program to set forth their agreement for the clinical/field educational experiences.

NOW, THEREFORE, in consideration of the foregoing premises and the mutual agreements and conditions set forth in the agreement, the parties agree as follows:

1. Clinical Experiences. Thomas More College, in consultation with the Organization's representatives, shall plan and administer a clinical education experience which shall satisfy the requirements of all applicable laws, regulations and licensing or supervisory agencies.

The Organization shall cooperate with the Thomas More College and its Director of Athletic Training Education in planning and administering a professional educational program for clinical experiences. The Organization shall provide clinical educational experiences and the appropriate use of its facilities by Thomas More College students in accordance with the written curricular goals of the Athletic Training Education Program and shall assist the Director of Athletic Training Education in evaluating the performance of the students. Thomas More College and its Director of Athletic Training Education shall also cooperate and consult with the Organization as necessary regarding the clinical experience.

2. Supervision. During clinical experiences, the student shall be permitted to participate in professional services at the Organization's facility under the direct supervision of the appropriate professional staff of the Organization. The scope of the students' participation shall be determined by the applicable policies of the Organization and in accordance with the pertinent laws.

In the event of an emergency, or when required, such as for health reasons or for performance, a member of the Organization's professional staff shall have the right to temporarily relieve a student from a specific assignment or require that the student step aside in a patient related procedure.

3. Student Assignment. Thomas More College's Director of Athletic Training Education shall assign students to the Organization's facility as set forth in this Agreement and as the parties shall agree.

Thomas More College's Director of Athletic Training Education shall screen its students for training, background and experience and shall recommend for placement in the clinical experience at the Organization only those students who meet the requirements for participation established by Thomas More College.

4. Student Orientation. The Organization, in cooperation with the Thomas More College, shall inform each student of all relevant Policies, Procedures, Schedules, Bylaws, and Rules and Regulations of the Organization. The students shall comply with the professional standards of practice.
5. Student Health Requirements. Thomas More College, in cooperation with the student, shall provide the Organization with written documentation of the student's health status or any known limitations as prescribed by OSHA guidelines. Thomas More College shall ensure that each assigned student has completed a physical examination upon entering their affiliation with the Organization. Thomas More College shall ensure, as prescribed by OSHA guidelines, that each assigned student has Hepatitis B vaccination (s) and TB skin test.
6. Student Health Insurance. Thomas More College shall advise students of their responsibility to obtain health insurance coverage for the entire term of their affiliation. Thomas More College, in cooperation with the student, shall provide notice of the student's health insurance. Neither, Thomas More College or the Organization is obligated to furnish students with coverage.
7. Professional Liability Insurance. Students shall be covered under the Thomas More College blanket liability policy when completing clinical field experience. Upon request, Thomas More College shall provide written documentation of verification of the professional insurance coverage.
8. Additional Expenses of Clinical Experiences. The Thomas More College shall inform students of their responsibility for any additional expenses such as housing, food, and transportation. Expenses of the clinical experience not otherwise expressly addressed in the Agreement may be allocated between parties as they may agree. Any dispute as to such expenses shall be referred for dispute resolution as set forth in Paragraph 13.
9. Records. Thomas More College shall maintain all educational records and reports relating to the clinical/field experience completed by the students at the Organization. The Organization may maintain copies of the student's clinical experience performance. The Organization shall have custody and control of all medical records and charts contained in patient files and Thomas More College and the students shall not remove or copy such records except pursuant to a specific request in writing with respect to and from a patient of his/her legal representative, or patients to whom such records pertain or with written permission of the Organization.

The identity of patients, the nature of procedures or services provided to patients and information included in the patients' medical records shall be confidential and shall not be disclosed by Thomas More College or students other than for use in direct patient care by authorized personnel during the current or future hospital admissions, pursuant to written authorization from the patient or his/her legal representative, or as necessary to determine and fulfill the obligations of the parties to this Agreement, or as may be required by law.

In the event that it is determined that section 952 of the Omnibus Reconciliation Act of 1980 (P.L. 964-99), and regulations adopted pursuant thereto, apply to this contract, Thomas More College agrees, for a period of four (4) years after performance to make available to the Secretary of Health and Human Services or the Comptroller General of the United States, or any of their duly authorized representatives, upon written request therefore, this contract, and their books, documents and records necessary to certify the nature and extent of the costs thereof.



10. Request for Withdrawal of Students. The organization may request withdrawal of any students whose personal characteristics prevent desirable relationships with the Organization, whose health status is a detriment to the student's successful completion of the clinical experience or to the welfare of patients, or whose performance, after appropriate instruction and counseling, continues to fall below the level required to maintain practice standards. A request for student withdrawal shall be directed to the Director of Athletic Training Education at Thomas More College. The clinical site's supervisor shall have the right to suspend the student immediately from clinical duties pending formal investigation by the Thomas More College. Disciplinary proceedings against students shall be conducted by Thomas More College in accordance with its policies and procedures. The Organization agrees to cooperate fully in the investigation and resolution of the student status, including the provision of written documentation of the student's unsatisfactory performance.

In the event that Thomas More College does not agree with the Organization's refusal to accept a student into the clinical experience or its request for removal of a student from the program, Thomas More College shall promptly notify the Organization in writing of the basis for its disagreement. Any dispute as to the rejection or removal of a student shall be referred for dispute resolution as set forth in Paragraph 13.

11. Risk Management. The Organization agrees to notify Thomas More College's Director of Athletic Training Education of all actual, potential and/or alleged claims regarding the student's participation in the potential and/or alleged claims regarding the student's participation in the clinical/field experience. Both the Organization and the Thomas More College shall collaborate in claims management, which includes but is not limited to risk identification, claims investigation and control process.
12. Legal Status. It is understood and agreed that the students are enrolled in the Athletic Training Education Program offered by Thomas More College. It is understood and agreed that the students may participate in clinical experiences at the Organization under appropriate supervision. The students shall not be deemed or considered to be employees of the Organization or its corporate affiliates, for any purposes as a result of their participation in the clinical experience and shall remain at all times students of the Thomas More College. Nothing in this Agreement is intended or shall be deemed or construed to create any relationship between the parties other than that of educational affiliation.

The parties agree to be responsible for any and all claims, costs, actions, causes of actions, losses of expenses (including reasonable attorney fees) caused by or arising out of the acts or omissions of their respective organization, employees, agents or students while engages in activities associated with this Agreement.

13. Term and Termination. Provided this Agreement has been properly executed on behalf of the Organization and Thomas More College by their respective duly authorized representatives, this Agreement shall commence on [REDACTED] and shall continue unless terminated earlier in accordance with this Paragraph 13.

This Agreement may be terminated upon the happening of any of the following events:

- a. By any party in the event that another party shall default in the performance of its material obligations under this Agreement or shall breach any material provision of this Agreement, provided that the defaulting party shall fail to cure its default within sixty (60) days after receiving written notice of default from the terminating party.
- b. At any time, with or without cause, by any party upon (1) one month written notice;
- c. Whenever the parties shall mutually agree in writing.

15. Notices. Any notice required or permitted to be given under this Agreement shall be in writing and may be personally delivered, sent by facsimile transmission, or by certified mail upon receipt requested, addressed as follows:

As to Thomas More College:

Thomas More College  
333 Thomas More Pkwy  
Crestview Hills, KY 41017  
Attn: Christine Griffiths, PhD., ATC  
Director of Athletic Training Education  
(859) 344-3537- Fax  
(859) 344-3528- Office  
edwardb@thomasmore.edu

As to the Organization:

16. Assignment. This Agreement shall not be assigned by either party without the prior written consent of the other party which shall not be unreasonable withheld.
17. Amendment. This Agreement may be amended at any time and from time to time by written instrument executed by all parties.
18. Waiver of Breach. Waiver by either party of a breach of any of the terms or provisions of this Agreement by the other party at any time or times shall not be deemed or construed to constitute a waiver of any subsequent breach or breaches of the Agreement at any subsequent time or times.
19. Survival. Notwithstanding termination of this Agreement as provided at Paragraph 14 herein, this Agreement shall survive for the purpose of enforcing any remaining duties and obligations of the respective parties subsequent to such termination.
20. Binding Effect. This Agreement shall be binding upon, and the benefits inure to, the parties and their respective successors and permitted assigns.
21. Severance. If any term of this Agreement shall be determined unenforceable, such term shall not effect the enforceability of the other terms of this Agreement which can be given effect without the unenforceable provision.
22. Construction. This Agreement shall be construed and enforced in accordance with the laws of the State of Kentucky.
23. Entire Agreement. This Agreement constitutes the entire Agreement between the parties and supersedes any and all prior written or oral statements, understandings and agreements.
24. Counterparts. This Agreement may be executed simultaneously in one or more counterparts, each of which shall constitute on instrument.
25. Nondiscrimination Clause. No student shall, on the grounds of race, color, sex, creed, age or national origin be excluded from participation in, be denied the benefits of, or be subject to

discrimination under any provision of this contract. Regarding any position for which a student is qualified, the Organization shall not discriminate against any student because of physical or mental handicap.

26. Disability Accommodations. Consistent with the Rehabilitation Act of 1973 and The Americans with Disabilities Act of 1990, the Organization agrees to treat qualified handicapped students without discrimination based upon their physical or mental handicap in all clinical/field experiences associated with this Agreement and to afford such individuals reasonable accommodations if requested.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by their authorized representatives on the day and year first written above.

THOMAS MORE COLLEGE:  By: _____ Dean, Thomas More College  Date: _____	WITNESS:  By: _____ Director of Athletic Training Education  Date: _____
ORGANIZATION:  By: _____  Date: _____  Title: _____	WITNESS:  By: _____  Date: _____  Title: _____