



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:**

12/19/17

**AGENDA ITEM (ACTION ITEM):**

Consider/Approve Affiliation Agreement between Northern Kentucky University "NKU" and Kenton County Board of Education for the NKU Athletic Training Program "ATP" students to get field experience for Clinical Rotations

**APPLICABLE BOARD POLICY:**

09.311 Students Safety (Athletics)

**HISTORY/BACKGROUND:**

The NKU ATP Program

**FISCAL/BUDGETARY IMPACT:**

No budget impact.

**RECOMMENDATION:**

It is recommended that the Board approve the Affiliation Agreement between Northern Kentucky University and Kenton County Board of Education for the NKU Athletic Training students to get field experience for Clinical Rotations.

**CONTACT PERSON:**

Rob Haney

\_\_\_\_\_  
Principal

*Rob Haney*  
\_\_\_\_\_  
District Administrator

*[Signature]*  
\_\_\_\_\_  
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.*"

## **CLINICAL EDUCATION SITE AGREEMENT**

Affiliation of

**Kenton County School District/ St. Elizabeth**

**Sports Medicine**

with the

Athletic Training Program

Department of Kinesiology and Health

Northern Kentucky University

This "Agreement" made and entered into the **15<sup>th</sup> of September, 2017** by Northern Kentucky University "NKU" acting through the Athletic Training Program the "ATP" and Kenton County School District hereafter referred to as the "**CLINICAL SITE**".

**Whereas**, NKU is providing an educational program in Athletic Training and requires clinical education experiences and the use of clinical facilities.

**Whereas**, the **CLINICAL SITE** has facilities suitable for providing clinical experience for the institution's program.

**Whereas**, it is to the mutual benefit of the parties hereto that students have opportunities to use the facilities of the **CLINICAL SITE** for learning experiences.

**Therefore**, the parties agrees as follows:

1. **The ATP Agrees to:**

- a. The ATP shall be responsible for curriculum planning, admissions, administration, requirements for matriculation, faculty appointments and promotions as required by the accrediting agency in each program.
- b. The ATP shall be responsible for training the CLINICAL SITE student supervisor(s) as to the techniques and requirements necessary for student supervision. The training will occur annually at a mutually agreed upon date prior to commencement of any student's clinical education at the CLINICAL SITE.
- c. The ATP shall be responsible for the assignment of "student(s)" to the CLINICAL SITE. The ATP will provide The CLINICAL SITE with names, available dates and hours of assignment and other information specified by The ATP.
- d. The ATP shall determine the course of action to be pursued when Student is determined by the CLINICAL SITE or the ATP to be unacceptable to The CLINICAL SITE or The ATP. If Student is deemed unacceptable, The ATP is responsible for the withdrawal of the student from the CLINICAL SITE. The ATP shall provide the CLINICAL SITE with written notice of withdrawal. In an emergency, the CLINICAL SITE can impose temporary or permanent withdrawal of Student from the CLINICAL SITE. Notices of withdrawal shall be in writing to the ATP and shall state the reason for the withdrawal.
- e. The ATP will provide Student with written general policies and procedures by which

Student is expected to abide during the periods of clinical assignment and while on the CLINICAL SITE premises.

- f. The ATP shall designate an NKU "faculty point of contact" (i.e. Clinical Coordinator) who shall be responsible for communication of academic-clinic learning experiences.
  - g. The ATP shall provide the CLINICAL SITE with proof & assurances that Student possesses professional liability insurance either through the ATP or an individual policy. A copy of the policy or certificate evidencing such coverage shall be sent to the CLINICAL SITE upon execution of this agreement. The ATP shall notify the CLINICAL SITE immediately of any changes in coverage.
  - h. The ATP shall provide the CLINICAL SITE with proof & assurances that Student possesses health insurance either through the ATP or an individual policy.
  - i. The ATP agrees to provide Student with an explanation and copy of this Agreement.
  - j. The ATP shall comply with all applicable laws, rules and regulations in performing its obligations and will comply, and cause all Student's to comply, with CLINICAL SITE's policies and procedures, including those pertaining to identification of each Student as a student. Additionally, upon the request of CLINICAL SITE, ATP will remove and Student or contractor or employee of ATP.
2. The CLINICAL SITE Agrees to:
- a. The CLINICAL SITE shall be responsible for the administration of health care to patients as per original agreement between St. Elizabeth Sports Medicine and the Kenton County School District. In conjunction with the administration of health care, the CLINICAL SITE shall use reasonable efforts provide clinical education learning experiences which are planned, organized, and administered by qualified staff in accordance with mutually agreed upon educational objectives and guidelines.
  - b. The CLINICAL SITE shall make available to Student all applicable policies and procedures, to which Student shall be expected to adhere, during periods of clinical assignment and while on the CLINICAL SITE premises.
  - c. The CLINICAL SITE shall assign and designate a "clinical point of contact" who is to be responsible for planning and administering the program. The clinical point of contact may be the direct clinical supervisor of the student or may coordinate the student's clinical supervisor at the CLINICAL SITE.
  - d. The direct clinical "Supervisor" of Student must be a National Athletic Trainer's Association Board of Certification ("NATABOC") Certified Athletic Trainer. The Supervisor shall have a minimum of one (1) year of post-certification experience in his/her respective field as required by the ATP accrediting agency. If the CLINICAL SITE is utilized as a field experience, the Supervisor will be an appropriate health care professional representative of the CLINICAL SITE. The Supervisor must have a

minimum of one (1) year of experience in their respective field and appropriate knowledge of the athletic training profession.

- e. The Supervisor shall be responsible for the scheduling of student(s) times and daily attendance. Schedules will be completed no later than one (1) week prior to scheduled dates.
  - f. Supervision of Student at the CLINICAL SITE shall involve daily personal and verbal contact between Student and Supervisor, who plans, directs, advises, and evaluates Student. Supervision shall meet the "constant visual and auditory" requirement for supervision of students as required by the ATP accrediting agency.
  - g. The CLINICAL SITE shall be responsible for the facilitation of Student's professional growth through selection of projects for teaching purposes and educational assignments, and for the provision of adequate space, equipment and supplies to meet the objective of clinical training.
  - h. Student shall perform assignments and participate in staff meetings and in-service educational programs at the discretion of his/her Supervisor as designated by the CLINICAL SITE. Student shall not take the responsibility or the place of qualified staff. The student clinical experience shall be non-compensatory and shall be subject to standard employee policies.
  - i. The CLINICAL SITE shall, on reasonable request, permit the inspection of its clinical facilities, services available for clinical experiences, student records, and such other items pertaining to the Clinical Education Program as may be relevant. Inspection may be performed by representatives of the ATP, agencies, or both, who are charged with responsibility for the approval of the facilities or accreditation of the curriculum.
  - j. The CLINICAL SITE shall be responsible for the submission of reports required in accordance with ATP procedures and for informing the ATP of significant staff or administrative changes in the Clinical Education Program(s).
  - k. The CLINICAL SITE agrees to provide emergency health care for illnesses or injuries resulting from the clinical assignment. Student shall be responsible for any costs incurred as a result of such care or treatment.
  - l. Except in emergencies, the CLINICAL SITE shall not grant leaves of absence from regular duties to Student during their clinical placements without prior approval of the ATP.
3. Student Responsibilities: NKU shall be responsible for each Student complying with the following:
- a. Student agrees to provide his/her own health insurance coverage if not provided by NKU.

- b. Student shall be responsible for the purchase of professional liability insurance through the ATP or by individual policy, and presenting that proof of the policy to the ATP Coordinator.
- c. Student agrees to provide his/her own transportation to and from the CLINICAL SITE as well as any vehicle maintenance during clinical experience.
- d. Student agrees to abide by the existing rules, regulations, policies, and procedures of the CLINICAL SITE as provided to Student.
- e. Student shall be responsible for presenting clinical documentation to the direct clinical instructor for completion and maintaining documentation as specified by the ATP.

4. General Provisions:

- a. The number of students eligible to participate in the Clinical Education Program(s) will be mutually determined by agreement of both parties and may only be altered by mutual agreement.
- b. The academic semesters during which students will complete clinical education at the CLINICAL SITE will be mutually determined by agreement of both parties and may be altered by mutual agreement.
- c. Each party agrees that no student in the Clinical Education Program will take the responsibility or place of qualified staff. The student clinical experience shall be not compensatory, and shall be subject to standard employee policies. The CLINICAL SITE is not liable for any payment of wage, salary, or compensation for social security, unemployment, or worker's compensation.
- d. It is mutually understood and agreed that each party to this Agreement is and shall at all times be considered to be performing all services as an independent contractor of the other parties. No party shall be deemed to be an agent or employee of any other party to this Agreement by virtue of this Agreement. No party to this Agreement shall have or exercise control or direction over the methods by which any other party to this Agreement provides services. Additionally, Student shall not be deemed to be an employee or agent of CLINICAL SITE.
- e. Each party may enter into agreements with other institutions at any time. Each party accepts Students without regard for race, sex, creed, or national origin in accordance with laws of the United States.
- f. The terms and conditions of this Agreement may be amended by written instrument executed by both parties.
- g. Neither party to this Agreement shall be responsible for cost or expenditures incurred by the other party in the implementation of the educational activities and expenses. If expenses are foreseen, a separate agreement will be made and documented.

- h. This Agreement is in effect from the date on which it is fully signed ("Effective Date") for four (4) years, renewable annually thereafter with the consent of both parties, unless terminated by either party through a written notification giving a six (6) month period of advance notice. Additionally, either party may terminate this Agreement upon ten (10) days prior written notice upon a material breach of this Agreement by the other party.
- i. NKU, as an agency and instrumentality of the Commonwealth of Kentucky, is vested with sovereign immunity. Any claim brought against NKU for negligence is governed by the Kentucky Board of Claims Act, KRS 44.070 *et.seq.* and/or as requested by NKU's legal counsel. NKU is a state agency that cannot enter into indemnification agreements; therefore, any indemnification by NKU is hereby deleted. NKU shall be responsible for the actions, errors or omissions of its officers and/or employees.
- j. Parties to this Agreement may mention affiliation in their organization's written materials (program brochures).

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Affiliation of

**Kenton County School District / St. Elizabeth**

**Sports Medicine**

with the

Athletic Training Education Program  
Department of Kinesiology and Health  
Northern Kentucky University

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement and warrant that they are officially authorized to so execute for their respective parties to the contract.

FOR: Northern Kentucky University

\_\_\_\_\_  
Date

Dr. Abolou Ndoeye  
Vice Provost of Academic Affairs

\_\_\_\_\_  
Date

Dr. Cynthia Reed, Dean  
College of Education and Human Services

\_\_\_\_\_  
Date

Dr. Alar Lipping, Chair  
Department of Kinesiology and Health

\_\_\_\_\_  
Date

Dr. Rachele Vogelpohl, Director  
Athletic Training Education Program

FOR: Kenton County School District

Name of Clinical Site

Representative for Clinical Site:

\_\_\_\_\_  
Administrator Name (Print)

\_\_\_\_\_  
Administrator Signature

\_\_\_\_\_  
Administrator Title

Date: \_\_\_\_\_

Administrative Oversight of Preceptor:

\_\_\_\_\_  
Name (Print)

\_\_\_\_\_  
Title / Organization

\_\_\_\_\_  
Signature

Date: \_\_\_\_\_