

TO: Dr. Jesse Bacon, Superintendent
Dr. Adrienne Usher, Assistant Superintendent

FROM: Dr. Althea Hurt, Director of Human Resources *ah*

DATE: February 4, 2025

RE: Item for the FEBRUARY Board Meeting - U of L Affiliation Agreement

Nate Fulghum, principal at Bullitt East High School, requests permission to enter into an Internship agreement with the University of Louisville for the Spring and Fall semester of 2025. The assigned intern would work with the school's physical education classes. The intern would work under the supervision of the Health and PE teacher. Our Board attorney has reviewed the contract.

Attachments: Memo from Principal Nate Fulghum

*Submitted
through Monday.com
2/4/25*



NATE FULGHUM, PRINCIPAL
ANGELA BINKLEY, ASSISTANT PRINCIPAL
MIKE SETTLES, ASSISTANT PRINCIPAL
ONDREA SMALLWOOD, ASSISTANT PRINCIPAL

Date: January 29th, 2025

To: Dr. Jesse Bacon, Superintendent

From: Nate Fulghum, Principal, Bullitt East High School

Re: U of L Internship Affiliation Agreement

Bullitt East High School is requesting permission to enter into an Internship Agreement with the University of Louisville for the Spring and Fall semester of 2025. The Intern would work with our physical education classes. This individual would also assist the Strength and Conditioning Coach with the programming and execution of the conditioning of athletic teams outside of the school day. The intern would be under the direct supervision of Tolliver Hefner, PE/Health Teacher and Strength and Conditioning Coach.

Attached is the contract/agreement that would enter us into this partnership. The agreement has been reviewed by the BCPS legal team and they have approved the contract/agreement as is. If approved, the contract/ agreement would need to be signed by Superintendent, Dr. Jesse Bacon or permission granted to BEHS Principal, Mr. Nate Fulghum by Dr. Jesse Bacon to sign the contract/agreement as a designee. Thank you for your time and consideration.

[Affiliation Agreement](#)

AFFILIATION AGREEMENT

This Affiliation Agreement (hereinafter the "Agreement") is entered into between _____ (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 Program (hereinafter the "Program") for students enrolled in certain degree programs in the Department of Health and Sport Sciences ("HSS"). The CEHD and HSS 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 HSS 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:

1. 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 Director of HSS 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 Director of HSS (hereinafter the "Internship 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 Director of the intent to do so, and will provide the Internship Director with the resulting report if requested by the Internship Director.
- D. Prior to participation in the Program, Center agrees to provide its regulations, rules of conduct, procedures, and policies in writing to all Program students. After the Program begins, the Site Supervisor will inform the Internship Director of any new or revised regulation, rule of conduct, procedure, or policy that could affect the Program or Program students. If the Internship 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 Director in writing of the new or revised regulation, rule of conduct, procedure, and/or policy and to 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 Director in evaluating each individual Program student's needs to maximize each student's experience and to collaborate with the Internship 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 Internship Director 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 HSS 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 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 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 Director will then have ten (10) days to respond to Center in writing concerning Center's written statement. Center will then consider the Internship 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 Director. If Center initially determines that the Program student should not return to complete the Program, it will allow the Internship Director five (5) days to provide to Center any other information that may affect Center's final determination. Center has the right to request 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 Director during the student's participation in the Program. Written feedback will be provided to the Internship 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 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 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 HSS

- A. The CEHD and HSS shall appoint the Internship 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 students' 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 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 Director shall recommend a student for the Program only if the student has successfully completed all necessary academic requirements.

- D. The Internship 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 HSS. 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 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 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 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 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 processes 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 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 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

If either party becomes aware of a legal claim or threatened legal claim involving the other party in conjunction with the Program, the party 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 any way 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 governed 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 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:

[Organization Name]
[Address]
[City/State/Zip Code]

University of Louisville
University Counsel Office
2301 S. Third Street
Louisville, Kentucky 40292

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

Thomas Gerard Bradley
Interim Provost

Date: _____

Date: _____