BOARD OF TRUSTEES OF THE NEBRASKA STATE COLLEGES ITEMS FOR DISCUSSION AND ACTION\ACADEMIC AND PERSONNEL

ACTION:	Approve Sterling College Agreement for Peru State College

Sterling College in Kansas has requested using Peru State as a placement site for its athletic training students to complete their immersive clinical experience. This experience is required in the final year of the student's Master's program of study. This opportunity would provide additional support for athletic training and the Athletic Department at Peru State.

Peru State requests approval of a three-year Agreement with Sterling College to serve as an Affilited Site for placements for Sterling's athletic training students.

The System Office and Peru State College recommend approval of the Sterling College Agreement for Peru State College.

ATTACHMENTS:

- Sterling College Clean Nov 2022 (DOCX)
- Sterling College Addendum Nov 2022 (DOCX)

Updated: 10/24/2022 11:58 AM

Sterling College Athletic Training Program Affiliated Site Agreement —Board of Trustees of the Nebraska State Colleges doing business as Peru State College

This Agreement and Addendum are made and entered into this 10th Day of November, 2022 by the Board of Trustees of the Nebraska State Colleges doing business as Peru State College, **hereafter referred to as the 'Affiliated Site'**, with its principal office located at 600 Hoyt Street, Peru, NE 68421.

-AND-

Sterling College, **hereafter referred to as the 'College'**, a private educational institution with its principal office located at 125 West Cooper, Sterling, KS 67579.

This Agreement and Addendum between the College and the Affiliated Site is established to provide a program of supervised clinical education for athletic training students of the College under the following terms and conditions:

- The College shall be responsible for selecting only those students who have successfully completed
 all the prerequisite courses and/or previous clinical education experiences. The College shall retain
 general responsibility for content and methods of instruction, supervision, control, evaluation, and
 related matters concerning the structure of the clinical education program and student admission to,
 dismissal from and participation in and faculty appointments to the clinical education program. The
 College will notify the student that they are responsible for:
 - a. respecting the confidentiality of information regarding patients and clients of the Affiliated Site, and their records in accordance with the Affiliated Site's policies and procedures;
 - b. adhering to the policies and procedures of the Affiliated Site;
 - c. providing appropriate uniform where required;
 - d. arranging for their own transportation/parking;
 - e. obtaining housing and meals when not provided by the Affiliated Site;
 - f. immunizations where required;
 - g. background checks where required; and
 - h. liability insurance where required.
- 2. The Affiliated Site shall be responsible for carrying out its responsibilities and obligations under this Agreement, which include:
 - a. providing a planned, supervised program of clinical education based on objectives compatible with those of the College;
 - b. providing qualified personnel to supervise the students directly during the clinical experience;

c. ensuring all certified athletic trainers responsible for supervising students' clinical education will satisfactorily complete a Clinical Instructor Workshop that will be provided by the College;

- d. providing an orientation to the Affiliated Site, administrative policies, standards, and practices;
- e. informing both the College and the student concerning the student's level of clinical growth and competence and to complete one or more evaluation reports on forms to be provided by the College;
- f. permitting periodic inspection by the College and accrediting agencies of its facilities, student records, other records, or other items that pertain to the Athletic Training Program of the College; and
- g. providing necessary emergency care to the students in the event of sudden illness or injury, the cost of such care to be the responsibility of the College.
- 3. The parties will work together to maintain an environment of quality practical learning experiences and quality educational participation. It is further agreed that:
 - a. this Agreement may be modified by written amendment signed by duly authorized representatives of each party;
 - b. the College accepts all liability issues as it relates to athletic training student professional misconduct and/or inappropriate behaviors;
 - c. this Agreement shall be effective November 21, 2022, until July 31, 2025, unless either party shall notify the other party in writing of its determination to terminate the Agreement at any time;
 - d. students are not employees of the Affiliated Site and are not required nor entitled to be paid any wage, salary or benefits and will not be covered for Worker's Compensation, Social Security, or Unemployment Compensation programs; and
 - e. campus housing may be provided; should housing be provided, parties affirm to abide by all campus housing policies.
- 4. As the requirements of the immersive clinical experience differ from other clinical experiences, student(s) and the Affiliated Site will have the following expectations:
 - a. While enrolled in Practical Experience VIII, students must obtain a *minimum* of two hundred forty (240) hours, over the eight-week course.
 - b. Students must obtain a *minimum* of ten (10) hours each week, *ideally* not exceeding *fifty* (<u>50</u>) hours during any week unless prior approval is secured through the Clinical Education Coordinator (CEC). The hours of participation should reflect the normal day-to-day expectations of the clinical site.
 - c. Students should be provided with opportunities to make decisions regarding patient care, with the oversight of the preceptor to aid in transition to practice; furthermore, students should be involved in every aspect of patient care reasonable for the Affiliated Site.

- d. All students are required to report hours daily using ATrack; once the student enters their hours, the preceptor must approve the hours using ATrack.
- e. Students are required to track patient encounters using ATrack.
- f. During the immersive experience, coursework is not to detract from the expectations and responsibilities associated with that clinical experience.
- g. During this immersive experience, students will be required to complete all assignments associated with Practical Experience VIII including, but not limited to, journals, hours logs, discussion boards, site/preceptor evaluations and clinical proficiency assessments.
- h. Ultimately, expenses incurred during the clinical experience are the responsibility of the student. However, the Affiliated Site may provide compensation for the student in the form of food, housing, travel, and other funds necessary to meet the demands of the immersive clinical experience. This may vary from one site to the next, and students are made aware of this fact by the PD and CEC prior to accepting an Immersive Clinical Experience.

This Agreement and Addendum to Provide Services has been executed by the parties hereto.

Board of Trustees of the Nebraska State Colleges doing business as Peru State College:

Dr. Paul Turman, Chancellor

Dr. Michael Evans, President

STERLING COLLEGE

Ken Brown, PhD, Vice President for Academic Affairs

Pete Manely, DHSc, ATC, Athletic Training Program Director

Board of Trustees of the Nebraska State Colleges dba: Peru State College/Sterling College

The College and the Affiliated Site agree as follows:

Non-Discrimination. The College agrees to comply fully with Title VI of the Civil Rights Act of 1964, as amended, the Nebraska Fair Employment Practice Act, Neb. Rev. Stat. §§48-1101 to 48-1125, as amended, and Board Policy 5000 in that there shall be no discrimination against any employee who is employed in the performance of this Agreement, or against any applicant for such employment, because of age, color, national origin, race, religion, disability, sex, sexual orientation, or gender identity. This provision shall include, but not be limited to employment, promotion, demotion, transfer, recruitment, layoff, termination, rates of pay or other forms of compensation, and selection for training including apprenticeship.

<u>ADA & Drug-Free Workplace Requirements.</u> All provisions of this Agreement are subject to the Americans with Disabilities Act (ADA). Further, the College certifies that the College operates a drug-free workplace and, during the term of this Agreement, will be in compliance with the provisions of the Drug-Free Workplace Act of 1988.

<u>FERPA:</u> Both parties affirm that they will comply with the Family Educational Rights and Privacy Act (FERPA) for sharing student information.

<u>Designated Customer Representative.</u> The designated Affiliated Site representative for purposes of

monitoring and oversight of this a	Agreement is:	
Kyle Pond	(402) 872-2350	KPond@peru.edu
Typed or Printed Name	Telephone	Email Address
Signatures.		
College	Affiliated Site	SYSTEM OFFICE
		N/A
Signature	Signature	Signature
	Timothy Borchers	
Printed Name	Printed Name	Printed Name
	VP for Academic Affairs	
Title	Title	Title
Date	Date	Date