

**Hall, Kim**

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**From:** Weil, Melinda J (Madisonville) <melinda.weil@kctcs.edu>  
**Sent:** Tuesday, June 12, 2018 10:51 AM  
**To:** Hall, Kim  
**Subject:** Memorandum of Agreement  
**Attachments:** Todd County School District.pdf

Good morning Kim,

Attached please find a Memorandum of Agreement between Madisonville Community College and **Todd County School District**. This agreement will become effective from the date of its execution for a period of one (1) year, and shall automatically renew for successive periods of one (1) year each unless terminated (see Duration and Review section of the agreement). This will do away with the need for the annual addendums for review and continuation that were sent out annually in the past.

If the agreement is satisfactory, please return a fully executed copy back to me. An emailed copy is acceptable.

Please let me know if you have questions or if you need any additional information.

Thank you for your willingness to collaborate with Madisonville Community College to help students meet their educational objectives.

Kind Regards,  
Melinda

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# Kentucky Community and Technical College System

## MEMORANDUM OF AGREEMENT

BETWEEN

THE KENTUCKY COMMUNITY AND TECHNICAL COLLEGE SYSTEM  
MADISONVILLE COMMUNITY COLLEGE ("College")

AND

TODD COUNTY SCHOOL DISTRICT ("Affiliating Agency")

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### Purpose:

The purpose of this agreement is to establish guidelines and responsibilities of the clinical education component and/or off campus educational experiences for students in the Occupational Therapy Assistant program(s).

This agreement is effective as of August 1, 2018  
Month/Day/Year

### General Responsibilities

1. KCTCS Colleges adhere to the policy of affirmative action to correct under-representation by minorities and do not discriminate on the basis of race, color, religion, national origin, marital status, disability, gender, sexual orientation, age, or political affiliation.
2. Student assignments, planned by the instructor in consultation with the appropriate supervisory personnel, will be designed to meet the educational needs of the students and in accordance with available opportunities and experiences.
3. Clinical schedules and/or off campus educational experiences shall be in accordance with the College curriculum and the Affiliating Agency's standard operating procedures.
4. It is understood and agreed to by all parties that students and faculty of the College are not employees or agents of the Affiliating Agency. As such, they are not entitled to wages, workers' compensation, medical or liability insurance, or any other employee benefits for activities related to the clinical experience provided for under this agreement.
5. Students are not entitled to jobs with the Affiliating Agency upon program completion.

### **College Responsibilities**

College Faculty will:

1. become familiar with the Affiliating Agency and its policies prior to activation of student experiences;
2. be responsible for planning student experiences in consultation with appropriate agency representatives;
3. be responsible for supervising and/or coordinating student experiences to facilitate optimum client care; final evaluation of student performance is ultimately the responsibility of the instructor of record;
4. assist with the orientation of agency personnel to the aims, objectives, and educational methods of the Program;
5. be covered, and require students to be covered, by limited professional liability insurance with minimum limits of \$1,000,000 per occurrence and \$3,000,000 aggregate (or, if required, a greater amount of \_\_\_\_\_) while assigned to the clinical areas of the Affiliating Agency;
6. provide student orientation to, and require compliance with, standards of conduct and dress set by the Affiliating Agency;
7. require students to have all health screening and evaluations required by the affiliating agency prior to beginning experience in the facility;
8. remove, without notice, any student from the clinical area for violation of the Affiliating Agency's policies, standards, or procedures, when such violations present a danger to patients, staff, visitors, or the premises;
9. provide training to the student prior to assignment to the clinical area in the U.S. Occupational Safety and Health Administration (OSHA) guidelines on bloodborne pathogens and the use of standard precautions and the HIPAA privacy roles (requirements);
10. plan with agency representatives to evaluate the Program as needed; and
11. if required by the affiliating agency and/or college policy, require criminal background checks and/or drug screening on all students; verify negative status of Kentucky Board of Nursing Abuse check on all students prior to clinical date.

### **Affiliating Agency Responsibilities**

Affiliating agency will:

1. serve as a laboratory in which students may be assigned for educational experiences;
2. provide staff time for planning with faculty for suitable student experiences;
3. provide faculty orientation to the Agency's setting and its policies; and
4. retain full responsibility for the care of patients.
5. provide personal protective equipment, e.g., gloves, masks, etc., to students to enable them to practice Standard Precautions and other safety procedures; and
6. render any necessary emergency care to students as is available on site. Students are responsible for any cost incurred unless and until another party is found to be responsible.

### **Duration and Review**

This Memorandum of Agreement shall be effective from the date of its execution for a period of one (1) year, and shall automatically renew for successive periods of one (1) year each unless terminated as herein provided. Either party may terminate this agreement at any time upon ninety (90) days' prior written notice; provided, however, that any student then participating in a clinical affiliation and/or off campus educational experience at Affiliating Agency at the time of notice of termination shall be given the opportunity to complete their educational experience at the Affiliating Agency under the terms of this agreement, such completion not to exceed six months.

### **Applicable Law**

This agreement shall be construed in accordance with the laws of the Commonwealth of Kentucky. Each party understands and agrees that the College is a Kentucky public agency and any and all allegations and claims for negligence against the college arising from actions taken under this agreement shall be brought before the Kentucky Board of Claims pursuant to KRS 44.070 et seq.

### **Notice**

Any notice required or permitted hereunder shall be in writing and shall be deemed given if delivered in person, electronic mail with delivery receipt, or three days after mailing, by United States registered or certified mail, postage prepaid, and addressed as follows:

To Affiliating Agency:

Todd County School District  
205 Airport Road  
Elkton, KY 42220  
Attn: Superintendent  
Phone: (270) 265-2436  
Email: [kim.hall@todd.kyschools.us](mailto:kim.hall@todd.kyschools.us)

To College:

Madisonville Community College  
Health Sciences Campus  
750 N Laffoon Street  
Madisonville, KY 42431  
Attn: Department Assistant  
Phone: 270-824-1805  
Email: [melinda.weil@kctcs.edu](mailto:melinda.weil@kctcs.edu)

In Testimony whereof, Witness the duly authorized signatures of the parties hereto:

Affiliating Agency: Kentucky Community and  
Technical College System

Todd County School District

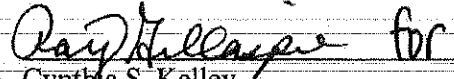
Madisonville Community College

Signature

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

  
Cynthia S. Kelley  
President  
Date: 5-1-18

## STATEMENT OF UNDERSTANDING

Student Name:	
Program:	
College:	

As a student of this program, I agree to the rules, regulations, policies and procedures as stated below.

1. The program requires a period of assigned, guided clinical experiences either in the college or other appropriate facility in the community.
2. For educational purposes and practice on "live" models, I will allow other students to practice procedures on me and I will practice procedures on them under the guidance and direct supervision of my instructor. The nature and educational objectives of these procedures have been fully explained to me. No guarantee or assurance has been given to me by any representative of the college as to any problem that might be incurred as a result of these procedures.
3. These clinical experiences are assigned by the instructor for their educational value and thus no payment (wages) will be earned or expected.
4. It is understood I will be a student within the clinical facilities that affiliate with my college and will conduct myself accordingly. I will follow all required and published personnel policies, standards, philosophy, and procedures of these agencies. I will agree, at my own expense, to obtain all health screenings, immunizations, criminal background checks, and drug screenings as required by the affiliating agency.
5. I have been provided a copy of, read, and agree to adhere to the college's policies, rules, and regulations related to the program for which I am applying.
6. I understand that information regarding a patient or former patient is confidential and may be used only for clinical purposes within an educational setting according to the Health Insurance Portability and Accountability Act of 1996 (HIPAA).
7. I understand the educational experiences and knowledge gained during the program do not entitle me to a job; however, if all educational objectives and licensure requirements are successfully attained, I will be qualified for a job in this occupation.
8. I understand any action on my part inconsistent with the above understandings may result in suspension of training.
9. I understand that I am liable for my own medical and hospitalization expenses.
10. I understand that I will be accountable for my own actions; therefore, I will carry a minimum \$1,000,000/\$3,000,000 (or a greater amount of \_\_\_\_\_ as required by the Facility) limited professional liability insurance during the clinical phase of the program.

I have read and understand each term above, and agree to abide by this statement of understanding.

To be signed by legal guardian if applicant is a minor.

Student Signature:	
Date:	

As the legal guardian of the student named above, I agree to the above conditions.