FLOYD COUNTY BOARD OF EDUCATION
Danny Adkins, Superintendent
106 North Front Avenue
Prestonsburg, Kentucky 41653
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Consent Agenda Item (Action Item): Consider and approve memorandum of agreement between Hazard Community & Technical College and Floyd County Schools for 2018-2019 school years.

Applicable Statute or Regulation: KRS 162.90 Powers and duties of the Local Board of Education.

Fiscal/Budgetary Impact: None

History/Background: The purpose of this agreement between the Floyd County Board of Education and the Hazard Community & Technical College is to establish guidelines and responsibilities of the clinical education component and/or off campus educational experiences for students in Interdisciplinary Early Childhood Education program(s) for the 2018-2019 school year.

Recommended Action: Approve the agreement as presented.

Contact Person(s): Anna Whitaker Shepherd, Director (606-886-4555)

Anna W Shepherd
Director

Danny Adkins
Superintendent

Date: Sept. 4, 2018

Kentucky Community and Technical College System

MEMORANDUM OF AGREEMENT

BETWEEN

THE KENTUCKY COMMUNITY AND TECHNICAL COLLEGE SYSTEM
Hazard Community & Technical College
(Community and/or Technical College Name)

AND

Floyd County Schools ("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 Interdisciplinary Early Childhood Education program(s). **(If for numerous programs, please attach names of programs.)**

This agreement is effective as of 9/1/2018.
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. 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. 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 personal protective equipment, e.g., gloves, masks, etc., to students to enable them to practice Standard Precautions and other safety procedures; and
3. 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 and shall be reviewed annually. Subject to such revisions as are mutually agreeable at the time of annual review, the duration of the agreement shall be continuous. Either party may terminate the agreement at the end of any year (as measured from the date of execution) upon written notice of at least six (6) months in advance.

Students participating in a clinical affiliation and/or off campus educational experiences at a Facility at the time of notice of termination shall be given the opportunity to complete their educational experiences at the Facility, 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.

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

Affiliating Agency	Kentucky Community and Technical College System
Floyd County Schools (Agency Name)	Hazard Community & Technical College (College Name)
_____ (Signature/Title/Date)	_____ (President's Signature/Date)

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.