

Kentucky Community and Technical College System

MEMORANDUM OF AGREEMENT

BETWEEN

THE KENTUCKY COMMUNITY AND TECHNICAL COLLEGE SYSTEM

HOPKINSVILLE COMMUNITY COLLEGE

AND

This Memorandum of Agreement (hereinafter referred to as "Agreement") is effective this ___ day of _____, 20__, by and between Hopkinsville Community College, an institution in the Kentucky Community and Technical College System, a public postsecondary education institution (hereinafter "College"), and _____ (hereinafter "Company").

PURPOSE

College requires that the students enrolled in the IECE Program(s) (hereinafter "Students") have certain off-campus educational experiences ("Placements"), and Company desires to cooperate with College by allowing Students to complete their Placements with Company, upon the conditions set forth in this Agreement.

A. TERM AND TERMINATION

1. This Agreement shall be effective from the date of its execution through the end of the then-current fiscal year (June 30). At the end of this initial term, the Agreement shall automatically renew upon like terms for additional one (1)-year periods until terminated.
2. Either party may terminate this Agreement, with or without cause, at any time during any term by giving sixty (60) days' prior written notice to the other party, provided that any Students participating in a Placement with Company shall be given an opportunity to complete their Placement, if reasonably practical, such completion not to exceed six (6) months.

B. COLLEGE RESPONSIBILITIES

College Faculty will:

1. become familiar with the Company and its policies prior to beginning any Student Placements;

2. be responsible for planning Student Placements in consultation with appropriate Company representatives;
3. be responsible for supervising and/or coordinating Student Placements to facilitate an optimum experience for all involved; final evaluation of Student performance is ultimately the responsibility of the instructor of record;
4. assist with the orientation of Company personnel to the aims, objectives, and educational methods of the Program(s);
5. if required by the Company, 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 a greater amount of _____ as required by the Company) while assigned to a Placement with Company;
6. if required by the Company or College policy, require Students to have all vaccinations, medical exams, background checks, or other required screenings or evaluations.
7. provide Student orientation to, and require compliance with, standards of conduct and dress set by the Company;
8. remove, without notice, any Student from the area where the Placement is occurring for violation of the Company's policies, standards, or procedures, when such violations present a danger to clients, staff, visitors, or the premises; and
9. plan with Company representatives to evaluate the Program/Placement as needed.

C. COMPANY RESPONSIBILITIES

Company will:

1. serve as a laboratory in which Students may be assigned for educational experiences or Placements;
2. provide staff time for planning with faculty for suitable Student experiences;
3. provide College faculty orientation to the Company's setting and its policies;
4. retain full and complete responsibility for the care of any of its own students or clients;
5. provide reasonable assistance if a student requires emergency care on site. Students are responsible for any cost incurred unless and until another party is found to be responsible; and
6. plan with College representatives to evaluate the Program/Placement as needed.

D. GENERAL PROVISIONS

1. No individual will be discriminated against on the basis of gender, race, color, religion (or lack thereof), national origin, age, disability, marital status, sexual orientation, gender identity, genetic information, pregnancy, veteran or social status, social origin, indigenous status, or any other characteristic, trait, or identification protected by law.
2. Student assignments, planned by the instructor in consultation with the appropriate Company personnel, will be designed to meet the educational needs of the Students and in accordance with available opportunities and experiences.
3. Placements shall be scheduled in accordance with the College curriculum and the Company's standard operating procedures.
4. Students and faculty of the College are not employees or agents of the Company, and as such, they are not entitled to wages, workers' compensation, medical or liability insurance, or any other employee benefits from Company for activities related to the Placements described in this Agreement.

5. Students are not entitled to jobs with the Affiliating Agency upon completion of their Program.
6. This Agreement shall be constructed and enforced in accordance with the laws of the Commonwealth of Kentucky. The Parties understand and agree 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 Claims Commission pursuant to KRS Chapter 49.
7. Individuals executing this Agreement on behalf of the Parties represent that they have been authorized to do so.
8. Any amendment to this Agreement must be in writing and executed by both parties hereto.

In testimony whereof, witness the duly authorized signatures of the Parties hereto:

(Company Name)

Hopkinsville Community College

Signature/Title

Signature/Title

Date

Date