



JESSE BACON, SUPERINTENDENT

ADRIENNE USHER, ASSISTANT SUPERINTENDENT

BRANDY HOWARD, CHIEF ACADEMIC OFFICER

TROY WOOD, CHIEF OPERATIONS OFFICER

TO: Dr. Jesse Bacon, Superintendent *JB*

FROM: Dr. Lee Barger, Director CCR / Innovative Programs *LB*

DATE: May 30, 2024

RE: MOA - Bullitt County Emergency Medical Services

Attached, you will find a MOA between Bullitt County Emergency Medical Services and Bullitt County Public Schools for the 2024-2025 school year. Bullitt County Emergency Medical Services and Bullitt County Board of Education propose a clinical experience while participating in the EMT dual credit program through JCTC for the 2023-2024 academic year.

- Bullitt County Emergency Medical Services understands that classes and all coursework will be facilitated by JCTC and BCPS for qualified students.
- Bullitt County Emergency Medical Services will designate an appropriate liaison.
- Bullitt County Emergency Medical Services will serve as a laboratory in which students may be assigned for clinical experiences.
- Bullitt County Emergency Medical Services will retain full responsibility and liability for the care of patients.
- Students will not be allowed to operate an EMS vehicle.
- Bullitt County Emergency Medical Services will provide personal protective equipment to students.
- Bullitt County Emergency Medical Services will provide liability insurance coverage with minimum limits of one (1) million dollars and naming BCPS as a certificate holder on each policy form.

This MOA has been reviewed by Dinsmore & Shohl LLP. Please place this request for approval on the June board agenda.

JB
6.3.24

OUR MISSION IS TO INSPIRE AND EQUIP OUR STUDENTS TO SUCCEED IN LIFE

BULLITT COUNTY PUBLIC SCHOOLS IS AN EQUAL EDUCATION AND EMPLOYMENT INSTITUTION

**Agreement between
Bullitt County Public Schools
and
Bullitt County Emergency Medical Services**

Introduction

This is an agreement between Bullitt County Public Schools (BCPS) and Bullitt County Emergency Medical Services (BCEMS) for the purpose of allowing BCPS students to have a clinical experience while participating in the student emergency medical technician (EMT) program offered by Jefferson Community and Technical College – Bullitt Co. Branch (JCTC-BCB).

This Agreement is not meant to supersede the Memorandum of Agreement (MOA) between JCTC and BCEMS (attached). However, since BCPS students will be participating in the EMT program while they are concurrently enrolled with BCPS, this Agreement is meant supplement the MOA between JCTC and BCEMS when the EMT program participant is a BCPS student.

Recitals

Whereas, there is a shortage of qualified emergency medical technicians locally and nationally;

Whereas, a career as an EMS professional can be enjoyable and rewarding work;

Whereas, there is a shortage of other medical professionals locally and nationally;

Whereas, EMTs often use their experience and knowledge to become doctors and nurses;

Whereas, BCPS desires to provide its students with challenging and hands-on educational experiences;

Whereas, BCPS has a goal that every student be college or career ready; and,

Whereas, BCEMS desires to cultivate a pool of qualified applicants and educate the community on its important role in the healthcare system.

Agreement

Duration

This agreement shall be effective July 1, 2024 through June 30, 2025.

Early termination

Either party may terminate this Agreement, with or without cause, upon thirty (30) days written notice to the other party. If notice of early termination is given by BCEMS, students that have already started the program, shall be permitted to complete the program and BCEMS shall cooperate accordingly consistent with this Agreement.

Coursework and faculty

BCEMS understands that the classes and all coursework will be facilitated by the JCTC-BCB (and its faculty) for which qualified BCPS students may enroll. BCEMS further understands that JCTC-BCB will be responsible for planning student clinical experiences and shadowing in consultation with BCEMS. JCTC-BCB will also be responsible for evaluating student performance and grading consistent with their policies and procedures. See MOA between JCTC and BCEMS attached.

BCPS agrees:

1. To promote the EMT program to its high school students;
2. To designate an appropriate liaison to cooperate with BCEMS and JCTC-BCB;
3. Remove any student from the program for violations of BCEMS's policies or procedures, when such conduct presents a danger to patients, staff or the community;
4. To provide liability insurance coverage with minimum limits of One (1) million dollars covering the students when shadowing BCEMS staff or other experiences with BCEMS staff; and,
5. That students and faculty of BCPS are not employees or agents of BCEMS. 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.

BCEMS agrees to:

1. Act consistently with the MOA (attached) between BCEMS and JCTC;
2. Ensure that all BCEMS staff are qualified consistent with local, state and federal law.
3. Designate an appropriate liaison to cooperate with BCPS;
4. Inform the school principal or designee whenever BCEMS staff are on any BCPS campus;
5. Serve as a laboratory in which BCPS students may be assigned for educational and clinical experiences. Students shall be permitted to ride with or shadow BCEMS staff as coordinated by JCTC-BCB.
6. Retain full responsibility and liability for the care of patients;
7. NOT permit BCPS students participating in the EMT program to operate any BCEMS vehicle;
8. Assume responsibility for all liability or damages caused by its agents, employees or materials and to indemnify, save and hold harmless BCPS, its students, agents, board and employees from any and all liability or damages.
9. Adhere to State and Federal privacy requirements, including the Family Educational Rights and Privacy Act (FERPA), unless requested to release information by appropriate authorization, lawful subpoena or court order.
10. Provide personal protective equipment to BCPS students to enable them to practice standard precautions and other safety procedures;
11. Provide liability insurance coverage with minimum limits of One (1) million dollars and naming BCPS as a certificate holder on each policy form. Copies of said certificates shall be appended to this Agreement.

12. Notify BCPS immediately of student violations of BCEMS's policies or procedures or the MOA between JCTC and BCEMS, when such conduct presents a danger to patients, staff or the community; and,
13. Not consider BCEMS staff to be employees or agents of BCPS. 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.

BCPS and BCEMS jointly agree:

1. Not to discriminate based on race, color, religion, national origin marital status, disability, gender, sexual orientation, age or political affiliation; and,
2. That BCPS students are not entitled to employment with BCEMS upon program completion.

Reviewed and agreed to by:

Jesse Bacon, Ed.D
Superintendent
Bullitt County Public Schools

Darrell Coleman
Board Chair
Bullitt County Board of Education

Chris Hale
Director
Bullitt County Emergency Medical Service

Jerry Summers
Bullitt County Judge/Executive

**AUTHORIZATION and WAIVER
Emergency Medical Technician Program**

Student Name (print): _____

Student's High School: _____

I, _____, having applied for enrollment in the Emergency Medical Technician Program (EMT Program) through Jefferson County Technical School – Bullitt Co. Branch (JCTC-BCB), understand and agree to the following:

1. I understand that the classes and all coursework will be facilitated by the JCTC-BCB (and its faculty) for which qualified BCPS students may enroll. I further understand that JCTC-BCB will be responsible for planning student clinical experiences and shadowing in consultation with BCEMS. JCTC-BCB will also be responsible for evaluating student performance and grading consistent with their policies and procedures.
2. STUDENTS PARTICIPATING IN THIS EMT PROGRAM MAY BE EXPOSED TO SITUATIONS OR SUBSTANCES THAT COULD ENDANGER THEIR HEALTH OR SAFETY, AND I AGREE TO HOLD THE BULLITT COUNTY BOARD OF EDUCATION, ITS MEMBERS, AND EMPLOYEES OF THE BULLITT COUNTY SCHOOL DISTRICT HARMLESS FROM ANY INJURIES RESULTING FROM MY PARTICIPATION IN CLINICAL EXPERIENCES AT/WITH BULLITT COUNTY EMERGENCY MEDICAL SERVICES {OR AN AFFILIATING CLINIC OR AGENCY WHICH HAS CONTRACTED WITH THE BULLITT COUNTY BOARD OF EDUCATION TO PROVIDE CLINICAL EXPERIENCE FOR STUDENTS PARTICIPATING IN THE EMT PROGRAM}.
3. The EMT Program, facilitated by JCTC-BCB, will require certain assigned, guided clinical experiences with BCEMS in addition to the coursework at JCTC-BCB.
4. I am responsible for my transportation to and from clinical sites and understand that clinical experiences may not be completed during the normal hours of a school day.
5. 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 the representative of the school as to any problem that might be incurred as a result of these procedures.

6. This clinical experience is assigned by the instructors at JCTC-BCB for its educational value and no payment (wages) will be earned or expected.
7. I will adhere to the policies, rules, and regulations of BCPS, JCTC-BCBC and BCEMS specifically including the Student Code of Conduct for the Bullitt County Public Schools. I understand my failure to adhere to any of these policies and rules may result in my dismissal from the program.
8. 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 (HIPPA). Information regarding a patient or former patient of BCEMS is confidential and is to be used only for clinical purposes within the EMT program setting.
9. 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.
10. I understand that I must provide proof of a valid driver's license and automobile insurance.
11. I understand that I must sign up for random drug testing to be done consistent with the BCPS student handbook.
12. Any action on my part inconsistent with the above requirements may warrant suspension of my training.
13. Any insurance coverage provided by the Student shall apply on a primary basis and shall not require contribution from any insurance maintained by Bullitt County Board of Education. Any insurance or self-insurance maintained by Bullitt County Board of Education shall be in excess of, and shall not contribute with the insurance provided by Student.
14. I understand that I am liable for my own medical hospitalization expenses. The Bullitt County Board of Education recommends that all students participating in this program have medical and hospitalization insurance.
15. To participate in the EMT program the student must satisfy a state background check at the student's expense.

16. To participate in the EMT program the student must provide proof of a current flu shot, TB skin test, valid identification, health insurance and any other vaccines or immunizations required by BCEMS.

17. Student will be responsible for any miscellaneous costs associated with the EMT program including but not limited to transportation, food, protective equipment, clothing, etc.

Reviewed and agreed to by:

Student Signature

Date

TO BE SIGNED BY PARENT OR LEGAL GUARDIAN IF STUDENT IS A MINOR

As legal guardian of _____, I agree to his/her participation in the clinical experience provided at affiliating agencies or clinics. I further understand and agree to all conditions set out in this document.

Parent Name

Signature

Date