

# Kentucky Community and Technical College System

## MEMORANDUM OF AGREEMENT

BETWEEN

THE KENTUCKY COMMUNITY AND TECHNICAL COLLEGE SYSTEM

Bluegrass Community and Technical (“College”)  
(College Name)

AND

Lexington-Fayette Urban County Government (“Affiliating Agency”)

\*\*\*\*\*

### Purpose:

The purpose of this agreement is to establish guidelines and responsibilities of the off campus educational experiences (“Placements”) for students in the Criminal Justice program(s) (“Program”). **(If for numerous programs, please attach names of all programs.)**

This agreement is effective as of May 16, 2019.  
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. Placements shall be scheduled 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 Placement provided for under this agreement.
5. Students are not entitled to jobs with the Affiliating Agency upon completion of their Program.

### **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 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 agency personnel to the aims, objectives, and educational methods of the Program;
5. if required by the Affiliating Agency, 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 while assigned to a Placement with the Affiliating Agency;
6. provide student orientation to, and require compliance with, standards of conduct and dress set by the Affiliating Agency;
7. remove, without notice, any student from the area for violation of the Affiliating Agency's policies, standards, or procedures, when such violations present a danger to clients, staff, visitors, or the premises;
8. plan with agency representatives to evaluate the Program/Placement as needed; and
9. if required by the affiliating agency and/or college policy, require vaccinations, medical exam, criminal background checks, etc. on participating students.

### **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 College's faculty with orientation to the Agency's setting and its policies; and
4. retain full and complete responsibility for the care of any of its own students or clients; and
5. provide reasonable assistance in the instance that a student requires emergency care 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 through the end of the fiscal year (June 30) of its execution. At the end of said initial term, this Agreement shall be automatically renewed for one-year successive terms unless a party provides notice of termination or non-renewal at least sixty (60) days prior to the end of the term. Either party may terminate this Agreement at any time upon at least sixty (60) days written notice, provided that any Students participating in a Placement at an

Affiliating Agency at the time of notice of termination shall be given the opportunity to complete their educational experiences at the Affiliating Agency in accordance with 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 Claims Commission pursuant to KRS Chapter 49.

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

Affiliating Agency  
Lexington-Fayette UC Government  
(Agency Name)

Kentucky Community and  
Technical College System  
Bluegrass Community & Tech. College  
(College Name)

  
\_\_\_\_\_  
Linda Gorton, Mayor  
Lexington-Fayette Urban County  
Government

  
\_\_\_\_\_  
(President's or VP's Signature/Date)