MEMORANDUM OF UNDERSTANDING
FOR
CLINICAL EDUCATION AFFILIATION

WHEREAS, Faulkner State Community College (the “College”), a State of Alabama institution of postsecondary education, and _________________ (the “Clinical Site”), a veterinary medical clinic, (collectively, the “Parties”), desiring to set out in writing the terms and respective responsibilities in regard to a Veterinary Technology Distance Education Program (off-campus clinical instruction and preceptorship site) to be offered by the College but in which both institutions shall participate, do hereby mutually agree on the following terms:

CLINICAL SITE RESPONSIBILITIES

1. The Clinical Site agrees that students enrolled in the Veterinary Technology Program at the College may utilize the appropriate clinical facilities, equipment, and supplies of the Clinical Site for related training and learning experiences during the days and hours agreed upon by the Parties. Students are required to work at the Clinical Site a minimum of 20 hours per week.

2. The Clinical Site will allow students to travel to other sites as needed to obtain skills that may not otherwise be available at the assigned site, and to take written or clinical exams as necessary.

3. The Clinical Site will provide opportunities for the appropriate staff members to meet with the program faculty and/or director for the purpose of matching educational objectives with learning opportunities and for mutually agreeing upon policies and guidelines for the clinical practicum and/or preceptorship. Program faculty and/or director shall be allowed to conduct site visits as necessary.

4. The Clinical Site shall provide data and other information as might be necessary in accreditation studies for the Program or College.

5. The learning activities of the students shall fit into and complement the service activities of the Clinical Site; provided, however, that students will not be used in lieu of regular employees and will not work without proper supervision by appropriately certified personnel.

6. The Clinical Site will provide the College with an up-to-date listing of its licensed Veterinarians and Veterinary Technicians employed at its location(s) to which this Agreement is applicable. This information is needed for accreditation purposes.

7. The Clinical Site shall designate a Clinical Instructor or Associate (must be a licensed Veterinary Technician or Veterinarian) who will act as intermediary between the Clinical Site and College and will assume the responsibility of
coordinating and supervising the in-house learning activities of students as planned with the Program’s faculty and/or director from the College, and verifying skills and tasks using specific criteria provided by the Veterinary Technology program.

8. The Clinical Site and Instructor or Associate shall be operating within any guidelines or laws set forth by the Animal Welfare Act, American Veterinary Medical Association or any state laws governing the practice of veterinary medicine.

9. The Clinical Instructor or Associate shall ensure that all student orientation, instruction, supervision, and evaluation are provided by employees who have the professional qualifications and experience to serve as Clinical Associates. Student progress may only be evaluated by a licensed veterinarian or a licensed veterinary technician.

10. The Clinical Instructor or Associate shall provide assistance as needed in monitoring written tests, maintaining written records and evaluations on each student, and providing appropriate information to the Program’s faculty and/or director at times mutually agreed upon by both parties.

11. The Clinical Site may require the College to remove any student from the clinical rotation whose conduct or performance does not meet Clinical Site expectations, as determined by notice and a consultation between the College liaison representative and the Clinical Site. The Program’s faculty and/or director, or the College will otherwise be responsible for any disciplinary actions taken against students.

12. The Clinical Site shall have written policies on safety as required by the Occupational Safety and Health Act which includes information on required/recommended immunizations, potential zoonotic diseases, pregnancy, and personal protective equipment. The Clinical Site shall adhere to the AVMA Policies and Procedures on Guidelines for Hazards in the Workplace. The Clinical Site shall develop a disaster preparedness plan if one is not already in place. As available, the Clinical Site shall provide first aid for accidents occurring to students while on the premises. The Clinical Site assumes no other responsibility for the health care of students.

13. The clinical supervisor will inform the Program’s director if a student is not fulfilling the minimum requirement of 20 hours per week or if a student decides to change clinical sites.
COLLEGE RESPONSIBILITIES

1. The College shall seek accreditation of the program and provide data as might be necessary in accreditation studies of the Clinical Site.

2. The Program’s faculty and/or director shall make regular on-site clinical visits for the purposes of communication and for review of clinical education effectiveness.

3. The College shall send to the Clinical Site only students who have qualified for clinical rotations and preceptorship, by successfully completing required courses and any other requirements of the program and its curriculum.

4. The College shall send to the Clinical Site the number of students mutually agreed upon by the Parties.

5. The College shall require students to meet the same dress code, punctuality, and other professional expectations of employees, and shall notify students that they may be subject to discipline by the Program for violations of such Clinical Site regulations.

6. The College shall inform students of their responsibility to maintain confidentiality with respect to all Clinical Site affairs, records, and patient data.

7. The College shall inform students that prior written approval from both the Clinical Site and the College must be obtained before publishing any material relative to the clinical rotations, and preceptorship.

8. The College shall require students to purchase personal liability insurance that shall provide for such coverage as is designated by the College and to show proof of medical insurance that shall provide for such coverage as is designated by the College. Students may purchase liability insurance through the College. No other liability is assumed for the personal acts of the student by either the Clinical Site or the College.

9. The College shall require that Veterinary Technology students be immunized, or have been immunized, against tetanus, and shall recommend in writing that students be immunized against rabies. It shall also require that any student who may become pregnant while enrolled in the program inform the program instructor and/or director immediately for the purpose of assessing any potential health risk to the student or the unborn child.

10. The College shall require students to have a current in-force hospitalization/surgical insurance policy, unless they otherwise qualify for indigent care under the appropriate guidelines.

NONDISCRIMINATION PROVISION

The Parties agree that there shall be no discrimination by either party to this Agreement on the grounds of race, color, disability, gender, religion, creed, national origin, marital status, or age, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program, activity or employment.
INDEPENDENT CONTRACTOR STATUS

It is understood and agreed that this Memorandum of Agreement is intended solely for the purpose of student clinical education and preceptorship experiences. It is not intended and shall not be construed to create an employment relationship between the College’s employees, agents, or students and the Clinical Site. The Clinical Site and the College are at all times acting and performing as independent contractors. Students participating in clinical experiences and preceptorship will not receive compensation for participation as a student in the clinical/course experiences from the College.

TERMS OF THIS AGREEMENT

This Agreement shall become effective at the beginning of the new program upon being signed by the designated officials of both the Clinical site and the College. This Agreement shall be reviewed annually and shall automatically renew itself for a period of one (1) year unless either party shall notify the other in writing ninety (90) days prior to the expiration of the terms herein. If notice of cancellation is given by either party, those students already assigned to the Clinical Site will be allowed to finish their clinical requirements, if no disciplinary actions were involved.

If either party fails to fulfill the obligations assumed herein, the other party must give written notice of such default. If the default is not remedied within thirty (30) days after notice, the Agreement may be terminated forthwith by such party. If either party’s accreditation status changes, immediate notice must be given to the other party.

It is further understood that the parties hereto may revise or modify this Agreement by written amendments whenever the same shall be agreed upon and signed by both parties.

Faulkner State Community College
1900 Highway 31 South
Bay Minette, AL 36507

Clinical Site: __________________________
Address: __________________________

By: __________________________
Gary Branch
President

By: __________________________
Print Name

Signature

Date: __________________________
Title: __________________________
Date: __________________________