AGREEMENT FOR INTERPRETER EDUCATION PROGRAM

This AGREEMENT entered into 26th day of February, 2019 for the 2018-2019 school year by and between PIERPONT COMMUNITY & TECHNICAL COLLEGE or its successor, hereinafter referred to as Academy Agency whose address is 1201 Locust Avenue, Fairmont, WV 26554 and MARION COUNTY SCHOOLS or its successor hereinafter referred to as Interpreter Education Program Agency, whose address is 1516 Mary Lou Retton Drive, Fairmont, West Virginia 26554

Whereas, the Academy Agency has programs of study requiring student practical experience as an integral component of each program’s curriculum as referenced in Addendum A; and

Whereas, the Interpreter Education Program Agency recognizes its professional responsibility to collaborate to provide quality practical educational training for the students enrolled at Academic Agency in the American Sign Language/Interpreter Education programs of study; and

Whereas, both parties share the mutual goals of meeting the demand for optimum customer/student/client care by developing highly qualified professionals trained in American Sign Language and Interpretation Training through disciplined student education; and

Whereas, it is the INTENT of the Academy Agency and the Interpreter Education Program Practicum Agency to affiliate for the education of students through the development and implementation of the practical experience.
NOW, THEREFORE, in consideration of mutual covenants by each party to be kept and performed, IT IS AGREED AS Follows:

ARTICLE I: RESPONSIBILITIES OF THE ACADEMIC AGENCY

A. Assurances: The Academic Agency will assume full responsibility for planning and implementing the practical experience in accordance with the guidelines of the interpreter education programs, including curriculum content, faculty appointments, program administration, and requirements for admission, matriculation and granting of the academic degree. Only those students who have satisfactorily completed those portions of the Academic Agency's curriculum that are prerequisite to practical education participation will be assigned to the Interpreter Education Program Agency;

B. Practicum Education Coordinator: The programs of the Academic Agency which require on-site faculty for direct supervision of their students providing American Sign Language practicum faculty, who is employed by the Academic Agency. To insure appropriate supervision, the Academic Agency agrees to abide by a ratio of the practical faculty to students as determined by the Interpreter Education Practicum Agency. The programs of the Academic Agency which do not have on-site faculty will appoint a Practicum Education Coordinator from each program of study whose responsibility includes, but is not limited to, the planning, implementation, and maintenance of their Practical Education program. This responsibility incorporates the details of planning the schedule of student assignments, communicating with the clinical liaisons, developing or facilitating the development of the goals/objectives for and the means of evaluation and assessment of the students’ clinical performance and experiences, and making all individual assignments in advance and through consultation with the Interpreter Education Practicum Agency’s Practicum Education Coordinator;

C. Grade Assignment: The Academy Agency will keep all records and reports on students’ practical performances and be responsible for the assignment of the students’ practical education grades based on the criteria established by the Academic Agency:
D. **Insurance:** The *Academic Agency* will provide, through the State of West Virginia liability insurance within limits as provided by the Board of Risk and Insurance Management (BRIM) for each student and practical faculty engaged in practical education activities required by the *Academic Agency*;

E. **Behavior:** The *Academic Agency* will advise students and practical faculty they are to conform to applicable rules, regulations and policies of the *Interpreter Education Practicum Agency*, and understand the *Interpreter Education Practicum Agency* can immediately deny a student and/or practical faculty access for failure to conform to applicable rules, regulations and policies. The *Interpreter Education Practicum Agency* will notify the *Academic Agency* when such action has been taken;

F. **Health Requirements/Immunizations:** The *Academic Agency* will advise students and practical faculty they are conform to the health requirement, immunization regulations, criminal background checks and policies of the *Interpreter Education Practicum Agency*. The *Academic Agency* will maintain records and provide to the *Interpreter Education Practicum Agency* upon request, certification that such requirements are met;

G. **Confidentiality and HIPPA Requirements:** The *Academic Agency* understands the confidential nature of all information which may come to them, their students and/or instructors with regard to *Interpreter Education Practicum Agency* and student/client records. To the extend applicable to this Agreement, the *Academic Agency* agrees to comply with the Health Insurance Portability and Accountability Act of 1996, in accordance with the *Interpreter Education Practicum Agency* regulations. The *Academic Agency* agrees not to use or further disclosed any Protected Information or Individually Identifiable Information other than as permitted by HIPAA Requirements and the terms of this Agreement. In addition, the *Academic Agency* will educate its students and instructors regarding the confidential nature of all information which may come to them regarding *Interpreter Education Practicum Agency* records;

H. **Orientation Training:** The *Academic Agency* will advise students and practical faculty they are to conform to the orientation training policies of the *Interpreter Education*
Practicum Agency. The Academic Agency will maintain records and provide to the Interpreter Education Practicum Agency upon request, certification that such requirements are met.

ARTICLE 2 - RESPONSIBILITIES OF THE INTERPRETER EDUCATION PRACTICUM AGENCY

A. Site Provision: The Interpreter Education Practicum Agency will make available its practical areas for student experience, including necessary clients, equipment and supplies;

B. Practical Education Coordinator: The Interpreter Education Practicum Agency will appoint a person to serve as Practical Education Coordinator for each applicable program of study (See Addendum A) to communicate, coordinate, and delegate the responsibilities of that practical educational program to those personnel serving as practical instructors and to be the liaison to the Academy Agency’s counterpart Practical Education Coordinator;

C. Supervision/Evaluation: In the absence of practical faculty by the Academic Agency, the Interpreter Education Practicum Agency will provide direct, on the premises supervision of Academy Agency’s assigned students by personnel who are licenses by the state in which they practice and/or hold national certifications or credentials in their area of expertise as deemed acceptable and appropriate by each Academic Agency program of study. The Interpreter Education Practicum Agency will incorporate the goals/objectives of each applicable Academy Agency program of study in the practical education opportunities provided to the student. However, the Interpreter Education Practicum Agency retains all responsibility of student/client care.

The Interpreter Education Practicum Agency has the right/responsibility to place the best interests of a student/client before the educational interests of a student and assumes responsibility if asking the student to perform procedures not incorporated in the goals/objectives or not addressed in the student’s prior course of study.
The Interpreter Education Practicum Agency supervising personnel, if warranted or assigned, will evaluate the assigned students at the conclusion of each practical rotation on forms supplied by each applicable Academic Agency program of study and may communicate directly at any time with each program of study’s appointed Practical Education Coordinator or faculty members. Grade assignment for the practical education experience will be determined as outlined in Article 1-C;

D. Emergency Care: The Interpreter Education Practicum Agency will make available, if necessary, emergency care for the assigned student or practical faculty. The student or practical faculty member will be responsible for all expenses incurred by such care. The Academy Agency will advise students and practical faculty medical costs incurred for such emergency care is the responsibility of the student or faculty member while in attendance at the Interpreter Education Practicum Agency.

ARTICLE 3- MUTUAL CONSIDERATIONS

A. Student Status: The student will be assigned to the Interpreter Education Practicum Agency solely for the purpose of obtaining clinical education as per the Academic Agency’s curriculum and will not be employees of the Interpreter Education Practicum Agency for the purposes of compensation or for any other purposes or benefits having to do with employment status during the hours of scheduled clinical training;

B. Relationship: The execution and delivery of this Agreement and the implementation of the program contemplated shall not be construed as creating between the parties a joint venture, partnership, or other legal association or entity as a result of which either party could be responsible or liable for the acts or omissions of the other party;

Therefore, the Academic Agency agrees that the Interpreter Education Practicum Agency will not be liable for the negligent or intentional acts of its students while the Interpreter Education Practicum Agency agrees that the Academic Agency will not be liable for the negligent or intentional acts of the agents or employees of the Interpreter Educational Practicum Agency. Each intentional act of the agents or employees of the Interpreter
Educational Practicum Agency. Each party will be responsible for attorney fees and costs as assessed by a court competent jurisdiction;

C. **Term:** The term of this Agreement shall be for a period of one year from the date designated in the first paragraph of this Agreement. After such initial term, this Agreement may be renewed from year to year by the parties executing an annual Letter of Renewal acknowledging the continuation of this Agreement; Either party may terminate this Agreement at any time by providing the other party with ninety days written notification in advance of the date upon which the party wishes the agreement to terminate and with the understanding then enrolled students may complete their clinical education program;

D. **General Provisions:** This Agreement contains the entire agreement of the parties and supersedes any previous oral or written negotiations and/or agreements. This Agreement can only be modified by a written Addendum agreed to and signed by both parties and attached to this document.

The Academic Agency and the Interpreter Education Practicum Agency will comply with all applicable federal, state, and local laws, ordinances, and regulations in the performance of this Agreement and conduct the clinical education program in a manner that does not discriminate against any person on a basis prohibited by applicable law, including but not limited to: race, color, national origin, religion, gender, age, veterans’ status, or disability.
WITNESS the following:

FOR: PIERPONT COMMUNITY & TECHNICAL COLLEGE

By: _____________________________ Date: ______________
Michael Waide, Provost
Pierpont Community & Technical College
1201 Locust Avenue
Fairmont, WV 26554
304-367-4933
michael.waide@pierpont.edu

FOR: ____________________________ (County Board of Education)

By: _____________________________ Date: ______________
(Signature)

Printed Name:

________________________________________________________

Interpreter Education Practicum Agency’s Contact:

Contact Person:  Ruby Losh, ASL/Interpreter Education Program Coordinator
Address:  1201 Locust Avenue
Jaynes Hall 206D
Fairmont, WV 26554
Phone:  304-816-0658
E-mail:  ruby.losh@pierpont.edu

By: _____________________________ Date: ______________
(Signature)
ADDENDUM A

ACADEMIC AGENCY programs of study requiring practical education training at the INTERPRETER EDUCATION PRACTICUM AGENCY.

Pierpont Community & Technical College:
American Sign Language/Interpreter Education Program, Associate of Applied Science Degree

*As per Article 2, Paragraph B- Student are only assigned to an Interpreter Education Practicum Agency’s division by permission of the Interpreter Education Practicum Agency’s program Practical Coordinator and in communication with the Academic Agency’s program specific Practical Coordinator.