RHODE ISLAND K-12 CAREER & TECHNICAL EDUCATION — EMPLOYER ENGAGEMENT HANDBOOK

Version: Spring 2024

Created for the purposes of the April 2024 RI CTE/Health & Human Services Employer Meet-Up at RI Nursing Education Center

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PURPOSE OF THE HANDBOOK

This handbook is designed to assist employers that are interested in working with Career & Technical Education (CTE) programs in Local Education Agencies (LEAs), AKA school districts. This guide describes the purposes of CTE, provides an overview of Rhode Island's active CTE programming, and offers helpful resources and information on the many ways to engage with students and programs.

We hope this resource, along with the separate supplemental **event participant roster** provided at the April 2024 CTE/Health & Human Services Employer Meet-Up Event, promotes relationship building well beyond the one-day event.

Overview of K-12 CTE in Rhode Island

Career and Technical Education (CTE) in Rhode Island is designed to provide students with the academic and experiential skills they need to be successful in the workforce and in further education. Programs consist of three or more sequential courses which will help students earn an industry credential and prepare them to enter the workforce.

With more than 11 regional career and technical education centers, 54 high schools, charter schools, and post-secondary institutions and adult programs in the network, Rhode Island learners have unprecedented access to a broad array of educational programs to suit all academic and career aspirations. Every Rhode Island high school, with the exception of Block Island School, offers RIDE approved CTE programming. Seventeen of them offer a program in the Healthcare cluster. Some benefits of CTE programming include:

- Career Exploration CTE helps learners discover the wide-range of career options available to them
 and assess the most effective and efficient educational pathways for optimal value and success. <u>The
 next section of this guide will offer practical guidance on the multitude of ways to engage with CTE
 programs and students.</u>
- **Enhanced educational experience** CTE provides students with an engaging, relevant education that reduces dropout rates and supports student achievement. For many learners, applying technical and academic skills to real-world activities in a hands-on learning experience makes CTE classes more interesting, engaging, and motivating than standard academic classes.
- Networking through partnerships CTE programs work directly with business and industry in
 partnership to ensure that the CTE programs are responsive to emerging industry needs, and are
 developing learners with the skills, credentials, and technical knowledge necessary to succeed in the
 workforce, and move Rhode Island toward the leading edge of innovation and global
 competitiveness.
- Reduced college tuition costs CTE programs have the potential to reduce a student's college tuition costs, dependent on the completion of college courses for credit and/or the acquisition of an industry-approved credential which provides CTE learners with a competitive advantage for future post-secondary placement. CTE students often work in their field to pay their way through college, having an advantage of workplace skills compared to their peers.

Through all of this, CTE & employers contribute to the development of a skilled, sustainable workforce that is well-prepared for the high-demand, high-skill, and high-paying jobs of today and tomorrow.

For more information, please explore the following links from RI Department of Education (RIDE)'s website:

- Overview of Career & Technical Education in RI: Career & Technical Education | RI Department of Education. You can always refer back to this parent link for the most up-to-date RIDE CTE content.
- <u>List of RIDE-Approved CTE Programs, School Year 2024-2025: SY24-25 CTEApprovedPrograms.pdf</u>
 (ri.gov)

•	List of "Substantially Similar CTE Programs", School Year 2024-2025: Subst. Similar List 1.10.24
	Updates.pdf (ri.gov)

DEVELOPING A RELATIONSHIP WITH A CTE PROGRAM

There are many opportunities for employers to get involved with CTE at the State and local levels. Especially in light of a growing skills gap and rapidly changing workplace, it is critical that business and industry leaders play an active role by providing expertise, time, and resources in true partnership with state and local education leaders to deliver on the value and promise of CTE. Below you will find some examples of ways to engage directly with programs and students, ranging greatly in the capacity and commitment required. Content was adapted from Advance CTE's 'Opportunities for Employer Involvement in CTE Cheat Sheet', which can be accessed at this link.

Interested in getting involved in any of the activities below?

- At the state level, contact Michael Hobin, Director of RIDE's Office of College & Career Readiness, via email at michael.hobin@ride.ri.gov.

Getting involved with CTE:

- Guest speaking: Industry experts can facilitate student learning by guest lecturing. This enables
 students in CTE and core academic classes alike to make connections between their coursework and
 real-life careers. Industry professionals can also work with educators to integrate technical and
 academic learning in a way that is relevant and motivating for students.
- Participating in a career day event: Career days allow schools, districts, and institutions to invite
 employers to share information about their industry and connect with interested students, or the
 community at large.
- **Providing job shadowing opportunities or student field trips:** Employers can host students for a day at their place of business, either individually or in small groups, so that students can see real-world examples of careers in action, as well as be exposed to the workplace.
- Mentoring and advising students: Industry experts can support student learning by providing
 mentorship and career advice to students. Many schools and institutions host mentoring programs to
 connect students with industry leaders. Mentoring involves a limited time commitment from industry
 professionals, but also allows students to benefit from expert career guidance.
- **Hosting teacher externships:** Employers can help instructors and faculty keep pace with the rapidly changing workplace by hosting them for externships during breaks, such as over the summer.

Educators benefit by seeing first-hand the latest updates in industry and refining their skills, and industry partners benefit by ensuring that these educators' students will be exposed to their field and what it looks like today.

- **Donating equipment:** Employers may be in a prime position to donate equipment or supplies that meet industry standards, ensuring that students in secondary institutions have access to the appropriate instruments for the respective career fields they hope to enter.
- Offering intensive work-based learning opportunities: Industry experts can engage students by offering more intensive work-based learning opportunities, such as internships and apprenticeships, which bring students into the workplace to connect with industry experts and develop career competencies through hands-on experiences. This is one of the most important ways for employers to get involved!
 - Please refer to <u>Appendix A</u> for a sample Work-Based Learning Internship Agreement/Contract.
- Serving on local partnership teams, advisory boards, or as an advisor on a local CTE club: Career
 and Technical Student Organization (CTSOs) are extracurricular clubs for students in a CTE pathway to
 further their knowledge and skills by participating in activities, events, and competitions. CTSO
 events give students an opportunity to demonstrate competencies in their chosen career field.
 Industry professionals can volunteer to judge these competitions, providing much-needed expertise
 and ensuring that students are being judged using workforce-relevant standards. CTE programs may
 also bring industry and community partners in to review and assess students' capstone presentations
 and portfolios.

Rhode Island offers the following CTSOs:

- o <u>Distributive Education Clubs of America (DECA)</u>
- o **Educators Rising**
- o Future Business Leaders of America (FBLA)
- Family, Career, and Community Leaders of America (FCCLA)
- o Future Farmers of America (FFA)
- o Health Occupations Students of America (HOSA)
- o Junior Achievement of Rhode Island (JA)
- o RI Hospitality Education Foundation (RIHA)
- o Rhode Island Technology Student Association (RITSA)
- o SkillsUSA Rhode Island

CTE is part of PrepareRI, a statewide initiative to build career pathways for all RI youth. Learn more about PrepareRI at www.prepare-ri.org.

- Becoming a CTE educator: Please consider it! See the certification requirements from the Rhode
 Island Department of Education under the healthcare cluster.
 - o Here is the link to the CTE Teaching Certificate Requirements; healthcare is on pages 7-8: https://ride.ri.gov/sites/g/files/xkgbur806/files/2023-07/RI-CTE-Requirements.pdf
- Other information & resources: The following resources and organizations offer a national
 perspective on CTE, including the latest research and best practices around implementation and
 support.
 - o Association for Career and Technical Education
 - o Perkins Collaborative Resource Network
 - National Alliance for Partnerships in Equity
 - National Association of State Directors of CTE Consortium
 - o National Research Center for Career and Technical Education

Please refer to <u>Appendix B</u> at the end of this document for a **template Memorandum of Understanding (MOU)** between employers and high schools, which can be adapted for your own use.

How to Participate in the Development of New Programs at the State Level

CTE Programs are required to:

- align to a set of <u>Industry-Specific Program Standards</u> established by the CTE Board of Trustees and endorsed by K-12 Council.
- align to RIDE CTE program standards.
- include a series of at least three interrelated courses.
- include at least one work-based learning experience completed by every student in the program that is aligned to the CTE Board of Trustee's WBL Guidance and criteria.
- allow students to earn a pathway endorsement upon successful completion by integrating the school's proficiency based graduation assessment with the pathway programming.

CTE Board of Trustees - Members & Meetings

The CTE Board of Trustees advises the Commissioner of Elementary and Secondary Education and the Board of Education about creating a system of career and technical education that prepares students to meet the evolving needs of Rhode Island's employers. CTE Board Meetings are public. As a reminder, please always refer to ride.ri.gov/cte for current school year information.

- 2023-24 Meeting Schedule
- Agendas are available on the Rhode Island Secretary of State website
- Materials from past CTE Board of Trustees meetings
- CTEBOT Policy Docs and Resources

CTE Board Industry Advisories & Committees

- Industry Advisory Board and Committee member information
- CTE Industry Advisory Board meeting schedule (Updated on 2.2.24)

APPENDIX A

WORK-BASED LEARNING - INTERNSHIP PROGRAM

Internship Agreement/Contract

(Note: LEAs may have different agreements/contracts. It is important to emphasize that this is just a sample - please first check with the LEA for a school-specific agreement. This may also be helpful for schools that do not have an existing contract.)

School Internship Program

	ool provides students with the opportunity to earn career related credit(s) by combining ongoing significant					
work exp	experience with academic study. The purpose of this internship is to provide a practical introduction to the					
professio	essional work environment through direct contact with professionals in the community. Students will participate					
in a work	splace experience that enhances their career awareness and understanding of the responsibilities needed to					
maintain	employment. Furthermore, students will broaden their understanding of how school work, technical skills					
and perso	onal skills are valued in the workplace. Participants will be evaluated based upon a rubric that assesses					
workplac	ce readiness skills. In addition, each student will complete a written reflection at the end of each work					
-	nt. Completion of an internship will help to prepare students to make informed decisions regarding future					
	e study and career choice. Students seeking an internship opportunity must also provide transportation to					
their off-	site location.					
	This Internship Agreement includes the expectations for the intern and the internship site.					
Expecta	tions for Interns:					
	Submit completed Internship Application, Parent Permission Form and Internship Agreement/Contract.					
	Show proof of Workman's Compensation Insurance (Paid Internship) or school insurance.					
	Before leaving for the internship site, you MUST sign out in the guidance office, and sign in when you					
	arrive at the site.					
	Maintain excellent attendance and be punctual, both at school and at the internship site.					
	Contact the internship site and the School Counseling Office as soon as possible to report absence or					
	tardiness.					
	Maintain confidentiality and demonstrate respect for others at all times.					
	Maintain good academic standing throughout the semester.					
	Complete all requirements to earn credit for the internship experience.					
	Always dress and behave appropriately and follow all school and work site policies and procedures.					
	Demonstrate a positive and cooperative attitude and follow all school and work site behavior expectations.					
	Refrain from using cell phones or other personal technology devices while at the work site.					
	If the Internship is paid, you must submit bi-weekly timesheets every Monday, signed by the employer and					
	the student.					
	Compile and submit a bi-weekly (on Fridays) reflection journal electronically to the Career					
	Coordinator.					

Internship Workplace Agreement

Expectations for the Employer/Supervisor: □ Supervise student(s) in a positive working/learning environment. ☐ Contact Career Coordinator if student does not attend internship (email ASAP preferred). ☐ Complete and submit attendance calendars bi-weekly. ☐ Sign bi-weekly timesheets (due on Mondays). ☐ Provide necessary health and safety instructions and training. ☐ Complete and submit a background check when required. ☐ Evaluate intern's progress and provide feedback once each quarter. ☐ Maintain contact and discuss any questions or concerns with the Career Coordinator. ☐ Provide a list of tasks/skills and expectations that describe the intern's work at the internship site. ☐ Endorse Worksite Objectives: Student will enhance essential (employability) skills; Student will enhance technical skills; Student will follow all business/industry expectations, such as OSHA and all other safety guidelines. ☐ For PAID Internships Only: Provide documentation of Workmen's Compensation Insurance, sign weekly timesheets bi-weekly and submit to intern for submission to Career Coordinator, and comply with federal, state, and local labor and industry regulations. Student Intern Name: _____ Work Site Supervisor/Contact Person: ______ Title: Email Address: _____ Phone: Start Date: _____ Wage (If Paid): _____ **Work Schedule:** List of tasks/skills and expectations that describe the intern's work at the internship site:

Required Signatures: Your signature below indicates that you have reviewed and agree with the Work Learning Internship Experience Agreement.	
Student/Intern:	
Employer/Site Supervisor:	
Parent/Guardian:	
Principal:	
	
CTE Program Teacher (If Applicable):	
School Counselor:	
Career Coordinator:	
FOR OFFICE USE ONLY	

Final Checklist:

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PA	AID INTERNSHIPS: Copy of Workmen's Compensation Insurance Policy
Ba	ackground Check (If Applicable)
Co	ompleted Internship Application
C	ompleted Parent Permission Form
C	ompleted Release of Liability/Hold Harmless Agreement
C	ompleted Work-Based Learning Experience Agreement
C	urrent Resume
Li	ist of Tasks/Skills/Expectations that Describe the Intern's Work and Responsibilities at the
Internship S	Site.
In	ternship Starting Date:

PARENT PERMISSION FORM - INTERNSHIP

Dear Parent/Guardian:

Your child has expressed an interest in participating in *X High School's* **Work-Based Learning Internship Program,** which will provide him/her with the opportunity to explore a career pathway and explore how a professional works on the job. An Internship connects students' classroom learning with actual work requirements, which increases their awareness of career pathways. Your son/daughter has received all forms and information required to participate. These forms are included with this letter. Please review them with your child and also sign the form below.

MEDICAL AUTHORIZATION

Should it be necessary for my child to have medical treatment while participating in the Internship program, I hereby give the school district and workplace personnel permission to use their best judgment in obtaining medical service for my child, and I give permission to the physician selected by the school district personnel to render whatever medical treatment he or she deems necessary and appropriate. Permission is also granted to release necessary emergency contact/medical history to the attending physician or to the workplace, if needed. I also agree to purchase a School Insurance policy for my child.

STUDENT NAME:	ADDRESS:
DOB:	PARENT CELL PHONE:
EMERGENCY CONTACT:	EMERGENCY CELL PHONE:
FAMILY DOCTOR:	FAMILY DOCTOR PHONE:
PREFERRED HOSPITAL:	MED.INS. COMP + NUMBER:
ANY SPECIAL ACCOMMODATIONS DUE TO MEDIETARY RESTRICTIONS?	DICAL LIMITATIONS, DISABILITY, OR

I also understand that my child will be participating in an Internship and will in no way hold the District or personnel, or the workplace contact responsible for any mishap and/or injury involving my child while on his/her work-based learning experience. Additionally, I understand that all school rules are in force while my son/ daughter is off campus and s/he will be held accountable for their actions. I agree that I am responsible for providing my child's transportation (including my child driving) to and from the internship site.

Lagree to all of the above authorizations and give permission for my child to participate:

PRINTED NAME – PARENT	SIGNATURE	DATE
PRINTED NAME – STUDENT	SIGNATURE	DATE

If you have any quest	ions or co	ncerns, or if you	have suggestions	/contacts for possil	ble job shadowing/int	ernship
sites, please contact	name,	email,	phone number.			

Release of Liability/Hold Harmless Agreement - Internship

Please Read Carefully Before Signing

(Note: This may also need to be cleared through a LEA legal office, if requested)

I have chosen to participate in a Work-Based Learning experience as part of my education in the _____school.. I understand that the Release of Liability/Hold Harmless Agreement ("Release") set forth herein is to protect the District and its School Committee, agents and employees (collectively "the District") from and against any and all liability which may arise from, or be related to, my participation in the Internship Program.

I acknowledge and understand that there are certain dangers and risks inherent in travel and the activities included in the Internship Program and that the District cannot and does not assume responsibility for losses including, but not limited to, personal injuries or property damage arising therefrom. These risks may include losses regarding travel to and from a destination; the condition of facilities where the Program occurs; criminal activity; the defect of a vehicle or the negligence of Program service providers; sickness, weather, strikes, hostilities, wars, natural disasters, or other such causes; and any disruption of travel arrangements, or any additional expenses that may be incurred therefrom. I acknowledge and understand that the District does not represent, or act as an agent for, the transportation carriers, facilities, or other suppliers of services in connection with the Program. I understand and acknowledge I will be expected to interact with persons other than the staff of the District. While participating in an internship, I may hear comments or observe experiences not commonly found in school, but that may occur in an adult work environment. I understand that Program activities will take place off campus and that these experiences are not directly monitored or supervised by employees of the District. As such, the District accepts no responsibility, liability, civil or criminal negligence for students once they are signed out of school.

Knowing the dangers and risks of such activities, and in consideration of being permitted to participate in the Internship Program, I, on behalf of my family, heirs, and personal representative(s), agree to assume all risks and responsibilities surrounding my participation in the Program and release and forever discharge, waive, and covenant not to sue the District from and against any and all liability for any harm, injury, damage, claims, demands, actions, causes of action, costs, and expenses of any nature whatsoever which I may have, or which may hereafter accrue to me, arising out of or related to my participation in the Program from the beginning of time to the end of time.

I sign this document granting permission to to sign out from school for these experiences, with the full knowledge of these are non-school supervised experiences and I agree to hold the District harmless from and against any claim arising from participation in the Program. I further agree that this Release shall be governed and interpreted in accordance with the laws of the State of RI.

Printed Name of Student	Printed Name of Internship Company / Supervisor
Signature of Student	 Date
Signature of Parent	Date

Release of Liability/Hold Harmless Agreement – Non-School Sponsored Activity **Please Read Carefully Before Signing**

I have chosen to participate in a Non-School Sponsored Activity. I understand that the Release of Liability/Hold Harmless Agreement ("Release") set forth herein is to protect the District and its School Committee, agents and employees (collectively "the District) from and against any and all liability which may arise from, or be related to, my participation in a Non-School Sponsored Activity (NSSA).

If a student is on track to earn the requisite number of credits required for graduation, he/she may sign out from school to engage in a NSSA experience in the community or workplace. A student may sign out of a class on a rare, but not repetitive basis. If a student is signed out during a class period, the student remains fully responsible for all work and learning experiences associated with the class. I acknowledge and understand that there are certain dangers and risks inherent in travel and the activities included in the NSSA and that the District cannot and does not assume responsibility for losses including, but not limited to, personal injuries or property damage arising therefrom. These risks may include losses regarding travel to and from a destination; the condition of facilities where the NSSA occurs; criminal activity; the defect of a vehicle or the negligence of Program service providers; sickness, weather, strikes, hostilities, wars, natural disasters, or other such causes; and any disruption of travel arrangements, or any additional expenses that may be incurred therefrom. I acknowledge and understand that the District does not represent, or act as an agent for, the transportation carriers, facilities, or other suppliers of services in connection with the NSSA. I understand and acknowledge I will interact with persons other than the staff of the District. While participating in a NSSA, I may hear comments or observe experiences not commonly found in school, but that may occur in an adult work environment. I understand that NSSA will take place off campus and that these experiences are not directly monitored or supervised by employees of the District. As such, the District accepts no responsibility, liability, civil or criminal negligence for students once they are signed out of school. Knowing the dangers and risks of such NSSA, and in consideration of being permitted to participate in the NSSA, I, on behalf of my family, heirs, and personal representative(s), agree to assume all risks and responsibilities surrounding my participation in the NSSA and release and forever discharge, waive, and covenant not to sue the District from and against any and all liability for any harm, injury, damage, claims, demands, actions, causes of action, costs, and expenses of any nature whatsoever which I may have, or which may hereafter accrue to me, arising out of or related to my participation in the Program from the beginning till end of time.

arising from participation in the Program. I further agree that this Release shall be governed and interpreted in accordance with the laws of the State of RI.

Printed Name of Student

Printed Name of Student

Date

Signature of Parent

Date

I sign this document granting permission to sign out from school for these experiences, with the full knowledge of these are non-school supervised experiences and I agree to hold the District harmless from and against any claim

APPENDIX B

TEMPLATE - MEMORANDUM OF UNDERSTANDING HIGH SCHOOL / Program and [INSERT AGENCY HERE] This AGREEMENT made this _____day of _____ 2024, between [Agency Name] for work to be performed at [Facility Location] (hereafter referred to as "ENTITY xyz"), and the School Department/ Program (hereafter referred to as "SCHOOL"). WHEREAS the SCHOOL offers various programs in (Choose or Modify as applicable) Biomedical Science, Computer Science, Construction Management, Education, Engineering, Environmental Science, Graphic Communications and Law & Public Safety. SCHOOL seeks to enter an affiliation with [ENTITY] for purposes of providing clinical experiences for SCHOOL students in these programs; and WHEREAS, [ENTITY] operates a (Modify as applicable) hospital, motor pool, water treatment plant, IT department, etc. at various locations and seeks to enter into an affiliation with the SCHOOL in order to provide the students an opportunity to obtain clinical experience related to certain programs. NOW THEREFORE, in consideration of the foregoing and the mutual promises and covenants set forth herein, the parties agree as follows: I. [ENTITY] RESPONSIBILITIES 1. Administrative Services and Support [ENTITY] shall provide the following: a. Support. Administrative support for the Student Placement as described herein. b. Orientation. Comprehensive orientation of [ENTITY], including but not limited to, policies, philosophy, procedures, protocols, rules, and expectations. c. Role Models. Commitment to provide a variety of role models that represent the diversity of professionals in the field. [ENTITY] will afford students the opportunity to interact with a diverse

2. Supervision

The designated supervisor at [ENTITY] shall provide the following:

staff and client/patient population whenever feasible.

a. Continuity. The supervisor shall be responsible for providing supervision of the students and providing

supervised activities and experiences as described herein. If the supervisor is no longer able to supervise, or terminates his/her relationship with [ENTITY], the administration is responsible for securing, in a timely manner, a supervisor who holds the credentials, training and experience required by the Student placement.

- b. <u>Expertise</u>. The supervisor shall be a licensed or license-eligible professional appropriate to the degree program, or if operating in a field in which no license is required, shall be sufficiently proficient in the field to provide education and training in their area of expertise
- c. <u>Client welfare</u>. The supervisor shall ensure that [ENTITY] personnel provide clinical direction and supervision to the participating students. [ENTITY] personnel are responsible for all client/patient contact and patient care and all decisions regarding patient care. In the event of a difference of opinion concerning the care of a patient, the decision of [ENTITY] personnel shall prevail and control all parties involved.
- d. <u>Documentation</u>. The supervisor shall monitor, verify, or certify and approve the number of student hours and appropriate categories of client contact, based upon the student's documentation, to [ENTITY] and SCHOOL
- e. <u>Disciplinary Action</u>. The supervisor will inform the student, [ENTITY] administration, and the SCHOOL designated program coordinator of potential disciplinary issues in a timely manner. The Ethical and Professional Guidelines of the respective accrediting bodies and [ENTITY] and SCHOOL policies and procedures shall serve as the bases for such issues.
- f. <u>Evaluation</u>. The supervisor shall provide evaluation(s) of each student at intervals specified by the CTE program in which the student is participating. The evaluations will be shared with SCHOOL Administration in a timely manner.

3. Supervised Activities and Experiences

[ENTITY] shall provide supervised training activities/experiences that are:

- a. Integral to the regular performance of [ENTITY]'s normal professional functions, duties and responsibilities.
- b. Continuous and sequenced in an organized manner and encompass a variety of presenting problems.
- c. Consistent with the fulfillment of minimum hours and categories of engagement as required by the student's CTE program.
- d. Facilitative of audio and videotaping of student interaction with clients, if appropriate to client welfare, and not prohibited by [ENTITY] policy including patient privacy.
- e. Conducive to opportunities for research in applications of theory and practice, if possible and practical.
- f. Necessary to meet requirements established by state policy-making boards.

g. No student shall be required to participate in any experience or activity that is deemed unsafe or for which the student is uncomfortable performing.

4. Evaluation

- a. Each student will be evaluated according to clearly pre-defined criteria and a schedule as specified in a separate document provided by SCHOOL to [ENTITY].
- b. Evaluations will be shared verbally with the student and provided in written form to the administration of [ENTITY], the student and the Program Clinical Coordinator.

5. Data Security Requirements to Protect the Confidentiality of Student Education Records

a. <u>Protection of Confidential Data.</u> [ENTITY] agrees to abide by the limitations on re-disclosure of personally identifiable information from education records set forth in The Family Educational Rights and Privacy Act (20 <u>U.S.C.</u> §1232g; 34 <u>CFR</u> § 99.33 (a)(2)) and with the terms set forth below. 34 <u>CFR</u> 99.33 (a)(2) states that the officers, employees, and agents of a party that receive education record information from the school may use the information, but only for the purposes for which the disclosure was made.

[ENTITY] further shall comply with confidentiality, medical records and/or other applicable laws and regulations and the School District's policy and protocols with regard to any and all student information directly or indirectly accessed or used by [ENTITY] and their personnel. Attached Exhibit 1 is incorporated hereto.

- b. <u>Definition</u>. Covered data and information (CDI) includes paper and electronic student education record information, including evaluations: 1) supplied by the SCHOOL and/or the SCHOOL students to [ENTITY] or 2) created by [ENTITY] in connection with this Agreement between the parties.
- c. <u>Acknowledgment of Access to CDI</u>. [ENTITY] acknowledges that this Agreement allows [ENTITY] access to CDI.
- d. <u>Prohibition on Unauthorized Use or Disclosure of CDI</u>. [ENTITY] agrees to hold CDI in strict confidence. [ENTITY] shall not use or disclose CDI that it creates or is received from, or on behalf of, the SCHOOL (or its students) except as permitted or required by this Agreement, as required by law, or as otherwise authorized in writing by SCHOOL. [ENTITY] agrees not to use CDI for any purpose other than the purpose for which the disclosure or creation was made.
- e. <u>Return of CDI</u>. Upon termination, cancellation, expiration or other conclusion of this Agreement, [ENTITY] shall return all CDI to SCHOOL or, if the CDI was provided by a student, [ENTITY] shall return the CDI to the student.
- f. Maintenance of the Security of Electronic Information. [ENTITY] shall develop, implement, maintain, and use appropriate administrative, technical and physical security measures to preserve the confidentiality, integrity and availability of all electronically maintained or transmitted CDI received from, or on behalf of SCHOOL or its students, or created by [ENTITY]. These measures will be extended by contract to all subcontractors used by [ENTITY] and shall survive the termination or expiration of this Agreement.

- g. <u>Remedies</u>. If SCHOOL reasonably determines in good faith that [ENTITY] has materially breached any of its obligations under this Data Security Section, SCHOOL, in its sole discretion, shall have the right to terminate this Agreement immediately if cure is not possible.
- h. Reporting of Unauthorized Disclosures or Misuse of Covered Data and Information. [ENTITY] shall, as soon as practical but no later than three (3) business days after discovery, report to SCHOOL any use or disclosure of CDI not authorized by this Agreement or in writing by SCHOOL. [ENTITY]'s report shall identify if known: (i) the nature of the unauthorized use or disclosure, (ii) the CDI used or disclosed, (iii) who made the unauthorized use or received the unauthorized disclosure, (iv) what [ENTITY] has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure and (v) what corrective action [ENTITY] has taken or shall take to prevent future similar unauthorized use or disclosure. [ENTITY] shall provide such other information, including a written report, as reasonably requested by SCHOOL.

6. Insurance

The State of Rhode Island, its state agencies and courts are self- insured entities for general liability as prescribed by Rhode Island General Law 9-31-5 and enjoys certain immunities per Rhode Island General Law 9-31-2.

7. Representation and Warranty

[ENTITY] shall inform SCHOOL if: (i) a claim or suit is brought against the [ENTITY] supervisor for alleged malpractice or professional liability; (ii) the [ENTITY] supervisor's license has been suspended, revoked, or placed on probation by a licensing board, board of examiners or any other governmental entity that regulates their profession; or (iii) the [ENTITY] supervisor is convicted of a misdemeanor or felony.

8. Complaint Procedure

It is the responsibility of [ENTITY] to provide and maintain a safe environment for students and any SCHOOL faculty at [ENTITY] and to establish procedures by which students or faculty at [ENTITY] may report inappropriate actions occurring at [ENTITY], including but not limited to claims of discrimination, sexual harassment, sexual misconduct, retaliation and/or whistleblowing [ENTITY] shall take prompt and effective steps to investigate, eliminate and prevent both recurrence of any inappropriate actions and any retaliation against anyone involved in the review of any such claims. [ENTITY] shall keep SCHOOL apprised of its investigation and findings so that SCHOOL can evaluate the actions taken to determine SCHOOL's course of action.

II. HIGH SCHOOL RESPONSIBILITIES

1. Administrative services and support

SCHOOL shall provide the following:

- a. <u>Support</u>. Appropriate administrative support for the student placement as described herein.
- b. <u>Orientation</u>. General orientation to [ENTITY] supervisor regarding the CTE program, its requirements, objectives and the purpose and nature of the student placement experience, including but not limited to policies, philosophy, procedures, protocols, rules, and expectations.

c. Students who have reached their 16th birthday and for whom verification of all vaccination mandates /requirements of [ENTITY], the state and federal government has been provided.

2. Supervision

The designated Program Clinical Coordinator (hereinafter "coordinator") shall provide the following:

- a. <u>Continuity</u>. The coordinator shall monitor supervision and supervised experiences by communicating with the [ENTITY] supervisor and other relevant [ENTITY] personnel and serving as the liaison among the [ENTITY] supervisor, SCHOOL, the student(s) and the course instructor for the student placement (if different from the coordinator).
- b. Expertise. The coordinator shall be a licensed or license-eligible professional appropriate to the program, or if operating in a field in which no license is required, shall be sufficiently proficient in the field to provide education and training in their area of expertise
- c. <u>Client contact</u>. The coordinator may recommend to the [ENTITY] supervisor, appropriate categories of client contact.
- d. <u>Documentation</u>. The coordinator shall maintain records of the number of each student's hours and categories of client contact, based upon each student's documentation, available to [ENTITY] and SCHOOL.
- e. <u>Disciplinary Actions</u>. The coordinator will address disciplinary issues raised by either party to this Agreement. The Ethical and Professional Guidelines of the respective accrediting bodies and [ENTITY] and SCHOOL policies and procedures shall serve as the bases for such issues as well as SCHOOL and Program policies.
- f. It is understood by the parties that onsite supervision will be provided by SCHOOL as mutually agreed on an as needed basis
- g. Confidentiality of Patient Information (HIPAA Requirements). SCHOOL shall instruct its Students to protect to the fullest extent required by law the confidentiality of any patient information generated or received by them in connection with their clinical experience, including those laws and regulations governing the use and disclosure of individually identifiable health information under Federal law, specifically 45 CFR parts 160 and 164.
 - 1. SCHOOL shall require each Student who participates in the Program and their parent or legal personal representative to sign a patient confidentiality agreement in the form which [ENTITY] will provide.
 - 2. SCHOOL further specifically acknowledges that in receiving, storing, processing, or otherwise handling any records of [ENTITY] patients, SCHOOL and its Students may be bound by Federal laws governing addictive disease patients, including 42 C.F.R. Part 2.
 - 3. SCHOOL agrees that, if necessary, it will resist in judicial proceedings any efforts to obtain access to patient records except as permitted by law, albeit at no cost or fee to the SCHOOL

- 4. SCHOOL's obligation to maintain the confidentiality of [ENTITY] patient information shall survive termination of this Agreement.
- 5. Solely for the purpose of defining the student's role in relation to the use and disclosure of protected health information, such Students are defined as members of the [ENTITY]'s workforce, as that term is defined by 45 CFR 160.103, when engaged in activities pursuant to this Agreement. However, such Students are not and shall not be employees of [ENTITY] or any of the divisions or departments of [ENTITY]. SCHOOL will notify each Student of his or her status and responsibilities pursuant to this Agreement.
- 6. Confidentiality of [ENTITY] Information: SCHOOL understands and agrees that in connection with this Agreement, SCHOOL and its Students may acquire competitively sensitive information which is neither known to nor ascertainable by persons not engaged with [ENTITY], and which may cause [ENTITY] to suffer competitively or economically if such information becomes known to persons outside of [ENTITY]. Such information may be in the form of trade secrets, or in the form of confidential information. Confidential information shall include, but not be limited to [ENTITY]'s business and business development plans, patient or supplier lists. Consequently, except as provided in this paragraph or otherwise required by law, SCHOOL agrees not to directly or indirectly use or disclose to any individual or entity any confidential information of [ENTITY] at any time. If required by SCHOOL's duties under this Agreement and with the consent of [ENTITY], SCHOOL may disclose information relating to the operations of [ENTITY] to members of the medical staff, state licensing agencies, and the Joint Commission. SCHOOL will not disclose information relating to the operations of [ENTITY] to third-party reimbursement agencies (whether public or private) unless disclosure is required by this Agreement, applicable statutes or regulations, or the terms of applicable agreements for reimbursement.

3. Insurance

- a. Throughout the term of this Agreement, SCHOOL agrees to provide and maintain insurance in accordance with applicable provisions of the State of Rhode Island general conditions of insurance addendum a. SCHOOL shall provide [ENTITY] with evidence of such coverage upon request.
- b. SCHOOL shall comply with all requirements under the Workers Compensation laws of the State of Rhode Island with respect to coverage for SCHOOL employees in connection with their activities under this Agreement.

4. Health Requirements.

SCHOOL shall advise each affiliating Student that they must receive and provide evidence of having received any immunizations and testing or provide any records regarding relevant health conditions that may be reasonably required by [ENTITY]. SCHOOL shall advise each affiliating Student to inform [ENTITY] of any special health problems or requirements any assigned Student may have insofar as necessary to enable such assigned Student to discharge his or her duties hereunder. Student is required to obtain and continue personal Health Insurance, at his/her own expense throughout the term of his/her participation in the Program.

5. [ENTITY] Policies, Rules, and Regulations.

SCHOOL shall inform all Students that they must be familiar with and comply with [ENTITY] applicable rules, regulations, and policies, but only if [ENTITY] provides SCHOOL and Students with such applicable rules, regulations, and policies. SCHOOL will specifically cover with each Student his or her responsibility to:

- a. Observe and respect all patient's rights, confidences, and dignity:
- b. Dress in appropriate attire for the clinical experience as established by [ENTITY], including name tags, if required: and
- c. Acknowledge that [ENTITY] will not be responsible for providing Students with health care, worker's compensation, or other benefits. Further, Students are required to obtain personal Health Insurance benefits for the duration of their participation in the Program at their own cost. In the event of an emergency, [ENTITY] agrees to provide Students with first aid emergency care, which expense shall be that of Students, not [ENTITY]

6. Business Associate Agreement.

SCHOOL shall not have access to Facility patients' Personal Health Information (PHI) and, in the event this occurs, SCHOOL shall execute Facility's standard Business Associate Agreement.

III. INDEMNIFICATION

- 1. SCHOOL agrees to defend, indemnify, and hold harmless [ENTITY], its directors, trustees, officers, employees, and agents from and against any and all claims and liabilities (including reasonable attorney's fees and expenses incurred in the defense thereof) relating to personal injury or property damage to the extent arising out of negligent acts or omissions of SCHOOL and/or its regents, trustees, officers, employees, or agents in connection with their responsibilities under this Agreement, but not the acts or omissions of its students who participate in this program.
- 2. [ENTITY] shall defend and indemnify SCHOOL, its agents and employees for claims arising out of the conduct of [ENTITY], to the extent allowable pursuant to the Rhode Island Constitution, laws, and regulations.
- 3. Each party agrees that it shall give the other party prompt written notice of any claim, threatened or made, or suit instituted against it which could result in a claim for indemnification above.
- 4. Both parties agree that if indemnification is sought under this provision, the party seeking indemnification shall furnish the indemnifying party, upon request, all information and assistance available to the indemnified party for defense against any such claim, suit or demand.

IV. JOINT RESPONSIBILITIES

- 1. It is mutually agreed and understood that nothing in this Agreement implies an employee/employer relationship between SCHOOL instructors or students and [ENTITY]. The parties shall be independent contractors with respect to each other.
- 2. This Agreement shall be governed, interpreted, and construed in accordance with the laws of the

State of Rhode Island.

- 3. The parties shall not discriminate based on race, creed, color, religion, veteran's status, marital status, gender, pregnancy, age, national origin, ancestry, affectional or sexual orientation, disability, gender identity or expression, domestic partnership or civil union status, genetic information or membership in any other group protected by state or federal law.
- 4. All matters of material concern to [ENTITY] and SCHOOL in connection with the Student placement and/or this Agreement shall be discussed by the parties as the need to do so arises.
- 5. All notices to the parties must be in writing, signed by the party giving it, and shall be deemed delivered when delivered in person or three (3) days after deposit in the United States mail, postage prepaid, addressed as follows:

	High School Representative				
Name	, Superintendent				
Address:	_				
Telephone:					
Email:					
	[ENTITY] Representative				
Name, Title					
Address:					
Telephone:					
Email:					

V. TERM OF AGREEMENT

- - B. It is understood and agreed that the parties to this Agreement may revise or modify this Agreement by written amendment when both parties agree to such amendment.
 - C. In the event of termination before any participating Student(s) has completed the then-current term, such Student(s) may be permitted to complete the then-current term subject to the applicable terms of this Agreement.
- <u>VI. SEVERABILITY</u>. The invalidity of any provision of this Agreement shall not affect the validity of any other provision.

In witness hereto, the parties affix their signatures.
HIGH SCHOOL
By:, Superintendent
Date:
[THE ENTITY/AGENCY]
By:, Director
Date:
Exhibit 1
POLICY RELATING TO PUPIL SERVICES
CONFIDENTIALITY
The School Committee recognizes the need for certain staff members to have knowledge of confidential information for the benefit of individual students.
Any such information is to be regarded as privileged and treated with the highest level of confidentiality.
Staff members will not convey personal information regarding a student to any other person or persons except on a need-to-know basis as required for the health, safety, and education of the individual student. Staff members who are concerned about requests for confidential information may consult with an administrator.
Academic information should also be considered privileged. Staff members are expected to conduct themselves in an ethical and professional manner in relation to any discussion of student information.