

CLINICAL INSTRUCTOR/MEDICAL LABORATORY TECHNICIAN PROGRAM COORDINATOR AGREEMENT

THIS CLINICAL INSTRUCTOR/MEDICAL LABORATORY TECHNICIAN PROGRAM COORDINATOR AGREEMENT is entered into effective on the 6th day of August 2018, by and between Flathead Valley Community College, an educational institution organized under the laws of the State of Montana (hereinafter "FVCC"), and Kalispell Regional Healthcare System, a nonprofit corporation organized under the laws of the State of Montana (hereinafter "KRHS"). In consideration of the mutual promises herein contained, and intending to be legally bound hereby, FVCC and KRHS (hereinafter at times referred to collectively as the "Parties") agree as follows.

Section 1. Clinical Instructor/Medical Laboratory Technician Program Coordinator

Position

KRHS agrees to provide to FVCC the services of a Clinical Instructor/Medical Laboratory Technician Program Coordinator (the "Program Coordinator") to manage the FVCC Medical Laboratory Technician Education Program ("MLT"). The Program Coordinator will have the qualifications listed and perform the duties described on the Job Description attached hereto as Exhibit A. The Program Coordinator position may be filled by one person who meets the Job Description criteria during the term of this Agreement, as designated by KRHS but with the approval of FVCC to the persons.

The Program Coordinator position is not a full-time position for the period commencing July 8, 2018 through July 6, 2019, the person performing those services is expected to work 30 hours per week.

Section 2. Term

This Agreement shall commence on July 8, 2018 and shall continue until July 6, 2019 unless sooner terminated as hereinafter provided.

Section 3. Fee Amount

FVCC shall pay KRHS a fee of \$35,115.60 for the services of the Clinical Coordinator during the term of this Agreement. Payment in full will be made in two essentially equal installments:

one on or before the 15th day of December, 2018 and the second on or before the 1st day of June, 2019.

Section 4. Termination.

FVCC may terminate this Agreement if KRHS fails to materially observe, keep, or perform any material provisions of this Agreement required to be observed, kept, or performed. FVCC agrees to provide KRHS with at least a one-hundred-and-twenty (120)-day period to use its best efforts to provide a replacement Program Coordinator or otherwise remedy the articulated facts behind any such alleged failures prior to terminating this Agreement. Notwithstanding the foregoing, if, KRHS is unable to provide a replacement Program Coordinator, and should FVCC determine that the inability to provide a replacement Program Coordinator for a period of thirty (30) days will adversely affect FVCC students' education, FVCC has the right to terminate this Agreement at the end of such thirty (30) day period. KRHS may terminate this Agreement on at least thirty (30) days prior notice if FVCC fails to pay the fee for the Program Coordinator's services timely or otherwise materially default in the performance of any obligation of FVCC hereunder.

Section 5. Assignment

Neither Party may assign its rights or obligations pursuant to this Agreement without the prior written consent of the other Party.

Section 6. Non-Wavier

No covenant or condition of this Agreement that applies to FVCC may be waived except by the written consent of KRHS. Forbearance or indulgence by KRHS in any regards whatsoever shall not constitute a waiver of the covenant or condition to be performed by FVCC to which the same may apply and, until complete performance by FVCC of any covenant or condition, KRHS shall be entitled to invoke any remedy available to KRHS under this Agreement or by law or in equity despite said forbearance or indulgence.

No covenant or condition of this Agreement that applies to KRHS may be waived except by the written consent of FVCC. Forbearance or indulgence by FVCC in any regard whatsoever shall not constitute a waiver of the covenant or condition to be performed by KRHS to which

the same may apply and, until complete performance by KRHS of any covenant or condition, FVCC shall be entitled to invoke any remedy available to FVCC under this Agreement or by law or in equity despite said forbearance or indulgence.

Section 7. Entire Agreement

This Agreement constitutes the entire agreement between KRHS and FVCC with respect to the subject matter hereof, and supersedes any prior understandings or written or oral agreements between the Parties respecting the subject matter within. It shall not be amended, altered, or changed except by a written agreement signed by the Parties.

Section 8. Notices

All notices, requests or other communications which are required to be given hereunder shall be in writing and, shall, and other communications may, be given either by personal or commercial courier delivery, United States mail, facsimile or electronically, and shall be deemed to have been given when personally delivered, received by mail or commercial courier delivery with an appropriate receipt of mailing or delivery when received at KRHS's or FVCC's principal place of business addressed to the following representatives of the Parties or such additional or other representatives of a Party as designated by notice.

KRHS:

Name: Pat Wilson
Title: Senior Executive Director
Chronic Disease/Prevention Services Affairs
Address: 310 Sunnyview Lane
Kalispell, MT 59901
E-mail: pwilson@krmc.org
Phone: (406) 752-1724
Fax: (406) 756-2703

FVCC:

Name: Chris Clouse, PhD
Title: Vice President of Academic and
Student Affairs
Address: 777 Grandview Drive
Kalispell, MT 59901
E-mail: cclouse@fvcc.ed
Phone: (406) 756-4326
Fax: (406) 756-3815

Section 9. Successors and Assigns

This Agreement shall be binding upon and inure to the benefit of the Parties and their successor and assigns when permitted by the Agreement.

Section 10. Unenforceable Provisions

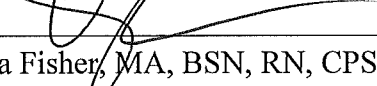
If any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

Section 11. Law to Apply

This Agreement shall be construed under and in accordance with the laws of the State of Montana with venue for disputes being exclusively in the courts of Flathead County, Montana.

IN WITNESS WHEREOF, the Parties have executed this Agreement, effective on the day and year first-above written.

KALISPELL REGIONAL HEALTHCARE SYSTEM

By: 
Teresa Fisher, MA, BSN, RN, CPSO
Chief Nurse Executive
Administrator of Montana Children's Medical Center

FLATHEAD VALLEY COMMUNITY COLLEGE

By: _____
Jane A. Karas, Ph.D.
President

JOB DESCRIPTION

Signature:

ID#:

Date:

Effective Date: January 2016

Revised: March 2017, June 2017

Title: Clinical Instructor/Medical Lab Technician Program Coordinator

Job Code: 40022

Department: KRMC Lab Admin - 01.80080

FLSA Status: Non Exempt

Reports To: Laboratory Director /Indirectly to Director of Education Services at FVCC

Job Objective: Under the guidance of the Director of Laboratory and the Lab Medical Director, coordinates and performs those duties directly involved with FVCC's Medical Lab Technician (MLT) Program. Supervises and instructs MLT students. Works independently under the supervision of the Director of the Laboratory.

Qualifications:

1. Graduate of accredited school of Clinical Lab Science. (CLS/CLT) Master's Degree, required or to be obtained within three (3) years. Minimum of three (3) years teaching experience preferred.
2. Possess knowledge of education methods and administration as well as current NAACLS accreditation procedures and certification procedures.
3. Licensed in State of Montana by Board of Clinical Lab Science or ability to obtain license within 45 days of hire.
4. Minimum of three (3) years' experience as a CLS/CLT required.
5. Minimum of two (2) years of supervisory experience preferred.
6. Current CPR.
7. Knowledge of all Laboratory procedures. Comprehensive knowledge of Lab Science. Proficient use of computer software and hardware.
8. Leadership experience/skills, good communication skills, both verbal and written, required.

Job Duties:

1. *Obtains and maintains accreditation status for Flathead Valley Community College (FVCC) Medical Lab Technician Program.
2. *Organizes, coordinates, and manages the clinical requirements of the MLT Program.
3. *Serves as liaison between FVCC and KRMC for the purposes of the MLT Program.
4. *Coordinates and instructs classes for students. Prepares students for Montana licensing exam, if applicable.
5. *Maintains accountability to and for policies/procedures.
6. *Maintains understanding of and follows current exam protocols.
7. *Maintains accountability to technologist competency and quality control standard.
8. *Stays current on training and continuing education.
9. *Manages work schedule in concordance with requirements of MLT Program.
10. *Maintains clinical competency by working as CLS, the percentage of CLS time vs. Program Director time will be determined by Lab Director and FVCC Director.
11. *Maintains accountability to appropriate use of timekeeping system accurately.
12. *Assists with maintaining and ordering supply stock as needed or directed. Maintains equipment and coordinates repairs and service as needed or directed.

*Maintains regular and consistent attendance at work as scheduled by department leadership.

*Job duties denoted with an asterisk are classified as Essential Job Functions. Employees in this position must meet the physical demands required to perform the Essential Job Functions. See Occupational Health Services Job Analysis & Physical Demands Summary for more information.

Disclaimer – Not all-inclusive – other duties as assigned. Every effort has been made to make this position description as complete as possible. However, it in no way states or implies that these are the only duties required. The omission of specific statements of duties does not exclude them from the position if the work is similar, related, or is a logical assignment to the position.

- Schedule:** Primarily weekdays, Monday thru Friday. On call coverage after hours and on weekends. May be required to work overtime or extra on short notice.
- Work Environment:** Acute care hospital in addition to outpatient services. Area is well lighted and ventilated. Most work will be inside, but required to go outside occasionally. Exposed to marked changes in temperature and humidity. Exposed to communicable diseases, body fluids, blood borne pathogens, and hazardous material. Hazardous materials inventory and MSDS available. Wears protective personal equipment. Potential exposures to radiation, noise, and solvents.
- Dress Code:** Must comply with Kalispell Regional Healthcare Dress Code Policy (HR 530) and departmental guidelines.
- Physical Demands:** See Occupational Health Services Job Analysis & Physical Demands Summary.

Our Values

We are guardians of an amazing organization that provides outstanding services to our community. In our work performance we seek to exemplify Kalispell Regional Healthcare values in our everyday interactions and tasks. This is our expectation of you as an employee and representative of our organization.

As a guardian of this amazing organization, I will:

Uphold **INTEGRITY** in my words and actions.

Show **COMPASSION** to every person, every time.

Provide **SERVICE** to my patients, my co-workers, and my community.

Demonstrate **EXCELLENCE** every day, in every way.

Take **OWNERSHIP** for all I do.

ABOVE ALL...
do the right thing!