

Memorandum of Agreement

This Memorandum of Agreement ("Agreement"), entered into as of this 15th day of October, 2013 for the academic year 2013-2014, establishes an agreement between the Louisville Presbyterian Theological Seminary, a nonprofit Kentucky corporation acting through its Master of Arts in Marriage and Family Therapy Program (hereinafter referred to as the "MAMFT Program" or the "Louisville Seminary") and the Jefferson County Board of Education, a Kentucky municipal corporation doing business as the Jefferson County Public Schools (hereinafter referred to as "JCPS"). The MAMFT Program/Louisville Seminary and JCPS are hereinafter referred to individually as a "Party" and collectively as the "Parties." This Agreement specifies the basis on which JCPS will serve as an auxiliary educational facility for certain students enrolled in the MAMFT Program (hereinafter referred to as the "MAMFT Students") and in which faculty-based personnel of the MAMFT Program will provide educational direction of the MAMFT Students assigned with JCPS. The purpose of this Agreement is to specify the general activities planned and the assignment of responsibilities between the Parties for this educational program (hereinafter referred to as the "JCPS Practicum").

A. It is agreed and understood that:-

JCPS will serve as an educational facility for MAMFT Students in such number and at such time as the Parties mutually agree. The particular JCPS facilities to be used, the number of MAMFT Students and the particular supervision-consultation to be provided by the MAMFT Program will be determined by mutual agreement of the Parties, consistent with the provisions of the MFT Program Manual, the requirement of the Commission on Accreditation for Marriage and Family Therapy Education ("COAMFTE") of the American Association for Marriage and Family Therapy (hereinafter referred to as the "AAMFT"), and the stated stipulations in this Agreement.

1. The MAMFT Students participating in the JCPS Practicum will not become or be considered to be employees of JCPS and will not receive remuneration from JCPS.
2. Louisville Seminary agrees to maintain during the term of this Agreement a policy of insurance, with coverage limits no less than \$1,000,000 per occurrence and \$1,000,000 in the aggregate, indemnifying Louisville Seminary and its students, employees and agents participating in the JCPS Practicum against liabilities to patient for personal injuries sustained as a result of negligent acts or malpractice of students, employees or agents in the course of their professional activities in the JCPS Practicum. Louisville Seminary agrees to add JCPS as an additional insured under such policy of insurance, and to provide to JCPS a certificate from the insurer evidencing the coverage and the addition of JCPS as an insured.
3. JCPS agrees to maintain during the term of this Agreement its existing program of self-insurance, which JCPS represents will provide coverage of no less than \$1,000,000 per occurrence and \$1,000,000 in the aggregate for any liability that

might be assessed due to negligence or malpractice of JCPS and its employees and agents participating in the JCPS Practicum.

4. JCPS regulations, policies, procedures, and goals will be applicable to MAMFT Students while they are engaged in the JCPS Practicum, unless otherwise agreed in writing by both Parties.

B. The MAMFT Program will be responsible:

1. for planning the MAMFT Students' general orientation to the field experience, in consultation with JCPS administrative and clinical staff.
2. for the orientation of appropriate JCPS personnel to the educational objectives and methods of the JCPS Practicum.
3. for providing instruction and educational direction of students, to provide linkage between the JCPS Practicum placement experience and the classroom/academic experience.
4. for collaborating with JCPS administrative and clinical staff to evaluate students' performances in auxiliary placement.
5. for providing clinical supervision to students regarding cases in collaboration with JCPS administrative and clinical staff.
6. for ensuring that the MAMFT Students participating in the JCPS Practicum will abide by ethical standards of professional practice.
7. For ensuring that MAMFT Students undergo a criminal records background check in accordance with JCPS policies.
8. for protecting the confidentiality of student records of JCPS students who are clients in the JCPS Practicum as required by the Family and Educational Rights and Privacy Act (hereinafter referred to as "FERPA") and shall release no information from such records without the written consent of the parent or the JCPS student, as applicable, unless the release of information is required by law

C. JCPS will:

1. provide appropriate staff and time for planning, with the MAMFT Program's Director of Clinical Training or other representative of the MAMFT Program, for appropriate learning opportunities for the MAMFT Students participating in the JCPS Practicum.
2. provide appropriate staff and time for orienting MAMFT Students to the applicable JCPS regulations, policies, procedures and goals.

3. provide learning opportunities that help the MAMFT Students participating in the JCPS Practicum meet their requirements towards 500 clinical hours.
4. provide suitable environmental accommodations and facilities for the MAMFT Students participating in the JCPS Practicum and clients that ensure client confidentiality.
5. provide the MAMFT Students participating in the JCPS Practicum with audio/video taping opportunities as required by the MAMFT Program for the sole purpose of clinical supervision.
6. be responsible for and retain control over the organization and operation of all JCPS programs.
7. have the authority to immediately remove from JCPS facilities any MAMFT Student who fails to comply with applicable JCPS regulations, policies and procedures.
8. provide any information reasonably requested by the MAMFT Program on the work performance of an MAMFT Student participating in the JCPS Practicum.
9. protect the confidentiality of MAMFT Student records as required by FERPA and shall release no information from such records without the written consent of the MAMFT Student unless the release of information is required by law.

D. Description of auxiliary training experience:

1. Each MAMFT Student participating in the JCPS Practicum will provide approximately five to ten face-to-face counseling hours per week.
2. Supervision of the MAMFT Students participating in the JCPS Practicum will be provided by the MAMFT Program's AAMFT-approved Supervisors or Supervisor Candidates.
3. On-site administrative supervision and clinical coordination will be provided by JCPS administrative and clinical staff.

E. Mutual terms and conditions:

1. During the term of this Agreement, the Parties will not discriminate against any person in connection with the JCPS Practicum on the basis of age, color, creed, disability, marital or parental status, national origin, race, sex, sexual orientation, veteran status, religion or political opinion or affiliation.
2. This Agreement shall have an initial term of October 15, 2013 to May 31, 2014. This Agreement will be reviewed annually. Subject to such revisions as are mutually agreed in writing by the Parties at the time of the annual review, this

Agreement will be renewed annually for successive additional one-year renewal terms unless either Party provides notice of non-renewal to the other Party on or before April 30 of the initial term or any renewal term.

3. Either Party may, by written notice of termination to the other Party, terminate this Agreement for cause if the other Party has breached or failed to perform any provision of this Agreement and has failed to cure the breach within 30 days after receipt of a written notice specifying the breach or failure.
4. Neither Party by entering into this Agreement shall assume any liabilities or obligations to the other Party, except as specifically stated in this Agreement. Neither Party waives any defense to liability for damage, injuries or death to persons, or damages to property, solely as a result of entering into this Agreement.
5. Immediately prior to the initiation of the JCPS Practicum for the initial term of this Agreement, and each year thereafter during any renewal term, JCPS and MAMFT will prepare jointly, if necessary, an Addendum of Specification to be appended to this Agreement, and thereby incorporated herewith.
6. This Agreement may not be assigned by either Party without the advance written consent of the other Party.
7. Any notice required or permitted by this Agreement shall be deemed received three days after it has been deposited by a Party in the United States mail as first class, certified or express mail, or when hand delivered by a Party, addressed as follows:

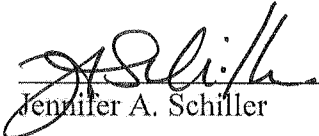
The MAMFT Program
Louisville Presbyterian Theological Seminary
1044 Alta Vista Road
Louisville, KY 40202
Attention: Director of Clinical Training

Jefferson County Public Schools
3332 Newburg Road
Louisville, KY 40218
Attention: Director, FR/YSC

8. The relationship of the Parties to this Agreement to each other is that of independent contractors, not that of partners, joint venturers, agents or any other relationship.
9. If any part of this Agreement is held to be void, against public policy or illegal, the balance of this Agreement shall continue to be valid and binding.

10. No delay or omission by either Party in exercising any right under this Agreement shall operate as a waiver of that or any other right or prevent a similar subsequent act from constituting a violation of this Agreement.
11. This Agreement represents the entire understanding between the Parties and supersedes any and all agreements, representations and negotiations, oral or written, between the Parties before the effective date of this Agreement. This Agreement shall only be amended or modified by a writing signed by both Parties as provided in Section E(2) above.
12. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky. Any lawsuit arising out of this Agreement shall be filed in a federal or state court in Jefferson County, Kentucky.

In testimony whereof witness the duly authorized signature of the Parties:



Jennifer A. Schiller

Donna M. Hargens, Ed.D.

Director of Clinical Training, LSCTC

Title

Superintendent

8/27/13

Date

Date