

**MEMORANDUM OF AGREEMENT
BETWEEN
MURRAY STATE UNIVERSITY AND
HOPKINS COUNTY SCHOOLS**

This agreement, entered into this ____ day of _____, 2019, between Murray State University (Educational Studies, Leadership, and Counseling) Murray, Kentucky, hereinafter referred to as the “**University**”, and **Hopkins County Schools**, hereinafter referred to as the “**School District**”, shall govern the use of its facilities by the faculty and students enrolled in Murray State **University**.

WHEREAS, the **University** has students desirous of clinical experience for its student internships and student practicum in Counseling [hereinafter collectively referred to as “Clinical Experience”]; and

WHEREAS, it is to the mutual benefit of the **School District** and the **University** to cooperate in educational programs; and

WHEREAS, it is in the best interest of the parties hereto to jointly plan for the organization, administration, and operation of the educational program;

NOW THEREFORE, in consideration of the mutual covenants of each party to be kept and performed, it is agreed as follows:

ARTICLE I – UNIVERSITY RESPONSIBILITIES

A. The **University** shall require that each student provide evidence of immunization(s) or screening(s) in accordance with the **School District**’s standards or requirements for employees, if any there be. It shall be the responsibility of the **School District** to advise the **University**, in writing, of any immunization or screening requirements of the **School District** prior to assignment of the student to the **School District**.

B. The standards and philosophy of education, the instruction, and preparation of all instructional schedules and plans, including hours of clinical experience, shall be the responsibility of the **University**. These standards and plans shall be made available to authorized **School District** personnel.

C. The **University** shall provide, if requested, copies of insurance policy of professional liability coverage for students involved in the Clinical Experience with minimum coverage of one million dollars (\$1,000,000.00) per incident and three million dollars (\$3,000,000.00) aggregate, said policy of insurance to be purchased by each individual student.

D. Supervision of students shall be in such numbers and at such times as the parties hereto agree.

E. **University** will ensure counseling students have completed a background check (if necessary) consistent with District/Agency policy.

ARTICLE II – SCHOOL DISTRICT RESPONSIBILITIES

A. The **School District** shall be responsible for and retain absolute control over the organization, administration, operation, and financing of its services and including ultimate responsibility for patient/client care and welfare.

B. The **University** shall be informed regarding additional research or educational programs, accreditation or other changes in the **School District** that may affect the **University**.

C. No reduction of staff may be made by the **School District** due to the presence of students and/or **University** faculty. The **School District** shall retain full responsibility for the care of patients/clients.

D. Available space in the building(s) specified by the **School District** may be established and made accessible to the **University** faculty and students for classroom instruction, conferences, and library purposes undertaken pursuant to this agreement.

ARTICLE III – JOINT RESPONSIBILITIES

A. The **School District** and the **University** shall provide liaison for services and educational staffs for regular meetings to assure systematic planning and the exchange of information regarding policy changes, problems, and new developments. The **School District** shall evaluate the student's clinical performance in consultation with **University**. The final decision as to grades will be that of the faculty of the **University**.

1. For Practicum Students: Each student must complete 150 hours with the **School District**, of which 40 hours must be direct contact with patients/clients (individual or group counseling).
2. For Internship Students: Each student must complete 300 hours of which 120 hours must be direct contact with patients/clients (individual or group counseling).

B. The **School District** shall retain the right to control access to its facilities by students and faculty members. In the event the behavior of student(s) or faculty should become disruptive to **School District**, is a violation of **School District's** Policy or Procedure or its standing in the community, the action shall be reported immediately, in writing, to the appropriate individual of the **University** as follows:

Point of Contact Name: Dr. Rebecca Pender Baum

Position: Associate Professor/Practicum/Internship Coordinator

Address: 3217 Alexander Hall, Murray State University, Murray, KY 42071

Phone: 270-809-6905

The **School District** may immediately remove any student. However, prior to dismissal of any student from the Clinical Experience the student shall be given an opportunity to be heard.

C. Each party agrees to cooperate in the other party's investigation of any incident or accident arising out of the educational program conducted pursuant to this agreement.

D. The maximum number of students per clinical placement shall be agreed upon by the parties, in writing, prior to the first day of clinical experience. The number of students shall be determined by the availability of adequate clinical experience and resources for the students' learning.

E. The **University** and **School District** shall carry out the responsibility and obligations under the agreement at all times in compliance with all applicable Federal, State, and local laws, rules, and regulations.

F. Both the **University** and the **School District** represent that they will comply with all applicable federal and state laws prohibiting discrimination. Each represents that it will not

discriminate against any person on the basis of race, color, age, religion, gender, sexual orientation, national origin, handicap, or veteran's status.

School District shall obtain written permission from each patient/client authorizing clinical observations and interactions with **University** students, including video-recording and review of same by **University** faculty and designated student counseling groups for supervision/evaluation purposes. Copies of said authorizations will be supplied to **University**.

G. The **School District** shall provide a licensed Facility Preceptor/Site Supervisor to provide supervision for the students. The **University** shall have the opportunity to review the resume' of potential preceptors for input regarding their suitability for a particular assignment. **School District** will provide **University** with the license status of the Facility Preceptor/Site Supervisor prior to the commencement of the clinical assignment. The Facility Preceptor is not an employee of the **University** but shall at all times be deemed an employee of **School District**.

H. The agreement shall become effective on the date shown and shall remain in full force and effect unless terminated pursuant to paragraph III.H. Unless otherwise terminated, extensions of one (1) year shall be automatic as of each successive calendar date.

I. The contract may be terminated at the will of either party (without cause) upon giving no less than sixty (60) days written notice of the party's intention to so terminate. It may be canceled at any time upon mutual written agreement. Termination shall be such as to have no negative impact on any student presently involved in an internship or practicum at the **School District**.

J. This agreement may only be amended upon mutual approval, in writing, by both parties.

K. Both parties, by execution of this agreement, do hereby certify that they have the authority to bind their respective institutions.

L. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky without reference to its choice of law provisions; and, in accordance with KRS 45A.245, any action in connection with or arising out of this Agreement shall be filed and prosecuted in the Franklin Circuit Court, Commonwealth of Kentucky or as may otherwise be provided in accordance with Kentucky law.

IN WITNESS WHEREOF, we have hereunto set our hands this _____ day of _____, 2019.

MURRAY STATE UNIVERSITY

SCHOOL DISTRICT NAME AND ADDRESS

Hopkins County Schools
320 South Seminary Street
Madisonville, KY 42431

Dr. Robert Jackson, President

Ms. Deanna Ashby, Superintendent