

**MEMORANDUM OF AGREEMENT
BETWEEN
MURRAY STATE UNIVERSITY AND
HOPKINS COUNTY SCHOOL DISTRICT**

This agreement, entered into this 30th day of May, 2023, between **MURRAY STATE UNIVERSITY**, Murray, Kentucky, hereinafter referred to as the “UNIVERSITY”, and **HOPKINS COUNTY SCHOOL DISTRICT, 320 SOUTH SEMINARY STREET, MADISONVILLE, KY 42431** hereinafter referred to as the “FACILITY”, shall govern the use of its facilities by the faculty and students enrolled in Murray State University.

WHEREAS, the UNIVERSITY has students in the Educational Studies, Leadership and Counseling department desirous of a clinical experience for student internships and student practicum in Counseling, hereinafter collectively referred to as “Clinical Experience”; and

WHEREAS, it is to the mutual benefit of the FACILITY 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 FACILITY’S standards or requirements for employees, if any there be. It shall be the responsibility of the FACILITY to advise the UNIVERSITY, in writing, of any immunization or screening requirements of the FACILITY prior to assignment of the student to the FACILITY.
- 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 FACILITY personnel.
- C. The UNIVERSITY shall provide, if requested, proof of professional liability insurance coverage for students involved in the Clinical Experience with minimum coverage of one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) 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 consistent with the FACILITY’S policy.

ARTICLE II –FACILITY RESPONSIBILITIES

- A. The FACILITY 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 FACILITY that may affect the University.
- C. No reduction of staff may be made by the FACILITY due to the presence of students and/or UNIVERSITY faculty. The FACILITY shall retain full responsibility for the care of clients/patients.
- D. Available space in the building(s) specified by the FACILITY may be established and made accessible to the UNIVERSITY faculty and students for classroom instruction, conferences, and library purposes undertaken pursuant to this agreement.
- E. The FACILITY shall maintain general and professional liability insurance coverage with minimum limits of one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) aggregate.
- F. The following is applicable only in the event Personal Information, as defined below, is obtained, accessed, stored/hosted or collected by FACILITY and/or its Affiliates.

PERSONAL INFORMATION SECURITY. To the extent FACILITY receives Personal Information as defined by and in accordance with Kentucky’s Personal Information Security and Breach Investigation Procedures and Practices Act, KRS 61.931, 61.932 and 61.933 (the “Act”), FACILITY shall secure and protect the Personal Information by, without limitation: (i) complying with all requirements applicable to non-affiliated third parties set forth in the Act; (ii) utilizing security and breach investigation procedures that are appropriate to the nature of the Personal Information disclosed, at least as stringent as UNIVERSITY’S and reasonably designed to protect the Personal Information from unauthorized access, use, modification, disclosure, manipulation, or destruction; (iii) notifying UNIVERSITY of a security breach relating to Personal Information in the possession of FACILITY or its agents or subcontractors within seventy-two (72) hours of discovery of an actual or suspected breach unless the exception set forth in KRS 61.932(2)(b)2 applies and FACILITY abides by the requirements set forth in that exception; (iv) cooperating with the UNIVERSITY in complying with the response, mitigation, correction, investigation, and notification requirements of the Act; (v) pay all costs of notification, investigation and mitigation in the event of a security breach of Personal Information suffered by UNIVERSITY as the result of any action or inaction of FACILITY; and (vi) at UNIVERSITY’S discretion and direction, handle all administrative functions associated with notification, investigation and mitigation.

- G. FACILITY hereby agrees that records/information of any student of UNIVERSITY which are disclosed by UNIVERSITY to FACILITY under this agreement (same including all student records/information regardless of whether same constitutes “Personal Information”) shall be maintained and used in accordance with

FERPA, 20 U.S.C. § 1232g, 34 C.F.R. § 99 et seq. and same shall not be released to any other party without written consent of the student.

- H. The provisions set forth in paragraphs II(F) and II(G) hereof shall survive termination or end of the Agreement for whatever reason.

ARTICLE III – JOINT RESPONSIBILITIES

- A. The FACILITY and the UNIVERSITY shall each provide a 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 FACILITY 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 60 hours with the FACILITY.
2. For Internship Students: Each student must complete 120 with the FACILITY.

- B. The FACILITY 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 FACILITY, is a violation of FACILITY'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. Justin Brogan
Position: Associate Professor/Practicum/Internship Coordinator
Address: 3221 Alexander Hall, Murray State University, Murray, KY 42071
Phone: 270-809-2797

The FACILITY 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 FACILITY 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 FACILITY 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, national origin, sex, gender identity, sexual orientation, religion, age, veteran's status or disability.

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

MURRAY STATE UNIVERSITY

HOPKINS COUNTY SCHOOL DISTRICT

Robert L Jackson, President

Amy Smith, Superintendent

Date

Date