

AFFILIATION AGREEMENT

THIS AGREEMENT is entered into by and between Murray State University, hereinafter referred to as the “University” and Hopkins County Schools, hereinafter referred to as the “Facility”.

Whereas the University has a curriculum in Speech Language Pathology

Whereas clinical practicum experience is a required and integral component of the curriculum: and

Whereas the University desires to provide student the opportunity for clinical practicum at the Facility, and

Whereas the Facility has the expertise to provide such clinical practicum experiences; and

Whereas the Facility recognizes its professional responsibility to participate in the education of students;

Now Therefore in consideration of mutual agreements set forth herein, the parties agree as follows:

The University agrees to:

1. Assume responsibility for assuring continuing compliance with the educational standards of the appropriate accreditation bodies.
2. Communicate with the Facility, through the MSU clinic coordinator, on all items pertinent to the clinical practicum experience.
3. Notify the Facility of the planned schedule of student assignment, including the name of the student, level of academic preparation, and length and dates of the clinical practicum experience.
4. Refer to the Facility only those students who have satisfactorily completed the prerequisite didactic portion of the curriculum, which is applicable to the Facility.
5. Inform the student of any special requirements of Facility acceptance, (i.e. citizenship, health status, interview, etc.).
6. Advise the assigned student of the responsibility of complying with the rules and regulations of the Facility.
7. Ensure that the assigned student possesses appropriate professional liability insurance at a level of \$1,000,000 per occurrence and \$5,000,000 annual aggregate.
8. Have the student provide, prior to the commencement of the clinical practicum experience, such information as may be required by the Facility or deemed necessary for the training and guidance of the assigned student.

9. Comply with all existing non-discrimination policies in the selection and assignment of all students.
10. Have the right to terminate any assigned student whose continuing clinical practicum affiliation is a detriment to the achievement of the stated objectives of the experience, after notifying the Facility. Student shall be given an opportunity to be heard prior to dismissal.

The Facility agrees to:

1. Designate an ASHA certified clinical supervisor who will be responsible for the planning and implementation of the clinical practicum experience.
2. Follow the American Speech-Language Hearing Association's guidelines for supervision.
3. Provide the physical facilities and equipment necessary to conduct the clinical practicum activities.
4. Provide, as required, orientation of faculty and students to the facility, and relevant policies and procedures.
5. Advise the University of any changes in its personnel, operation, or policies that may affect the clinical practicum experience.
6. Determine the number of students that it can accommodate during a given period of time.
7. Evaluate the performance of the student on a regular basis using the evaluation tools supplied by the University, or are acceptable to the University. University shall be solely responsible for the assignment of final grades.
8. Honor all existing non-discrimination policies in the provision of clinical placement experiences.
9. Advise the University of any serious deficit noted in the ability of the assigned student to progress toward achievement of the stated objectives of the clinical practicum experience and to assist the University and the student intern in attempting to correct these deficiencies. Student shall be given an opportunity to be heard prior to dismissal.
10. Have the right to terminate any assigned student whose health or performance is a detriment to the achievement of the stated objectives of the clinical practicum experience after notifying the University. Student shall be given an opportunity to be heard prior to dismissal.
11. Maintain appropriate professional liability insurance on its employees in the minimum amounts of \$1,000,000 per occurrence and \$3,000,000 in the annual aggregate.

12. 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.

13. 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 or contains "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 consent of the student.
14. The provisions set forth in paragraphs 12 and 13 hereof shall survive termination or end of the Agreement for whatever reason.

General Terms of Agreement

1. This Agreement shall be effective when executed by both parties for a period of one year from the execution date. If neither party gives written notice of its intention to terminate this Agreement, this Agreement shall renew automatically in successive one (1) year increments.

2. This Agreement may be amended or modified only in writing signed by each of the parties hereto stating that such writing amends, modifies, or supersedes this Agreement, or in the case of a waiver, signed by the party granting such waiver and stating that such party consents to a departure from the terms and provisions of this Agreement.
3. If either party wishes to terminate this Agreement, a written notice must be submitted to the other party at least three (3) months prior to the date of the desired termination.
4. The University, its faculty and students are neither employees nor agents of Facility.
5. This Agreement shall be governed by the laws of the Commonwealth of Kentucky without regard to its conflict of law provisions. Any action arising from this Agreement shall be filed in the Franklin Circuit Court, Commonwealth of Kentucky.
6. This Agreement constitutes the entire agreement and understanding between the parties to this Agreement and supersedes and replaces all prior negotiations and understandings between the parties whether oral or written, relating to the subject matter hereof.

IN WITNESS WHEREOF the parties hereto have caused the AGREEMENT to be executed by their duly authorized representatives commencing 6/1/2026.

Hopkins County Schools

MURRAY STATE UNIVERSITY

By: _____
Dr. Damon Fleming
Superintendent

By: _____
Dr. Ron K. Patterson
President

Date: _____

Date: _____

Address: 2135 North Main Street
Madisonville, KY 42431

Address: Office of the President
Murray State University
218 Wells Hall
Murray, KY 42071