

**COLLABORATIVE PREPARATION SCHOOL
PSYCHOLOGY CERTIFICATION PROGRAM**

MURRAY STATE UNIVERSITY

and

HOPKINS COUNTY SCHOOLS

MEMORANDUM OF AGREEMENT

By this Memorandum of Agreement, **MURRAY STATE UNIVERSITY**, Murray, Calloway County, Kentucky (hereinafter “**MSU**”) and the **HOPKINS COUNTY SCHOOLS, 2135 N. MAIN STREET, MADISONVILLE, KY 42431** (hereinafter “**SCHOOL**”) confirm their partnership in the preparation of professionals to work in the schools of the Commonwealth of Kentucky. The parties agree to collaborate in the planning and presentation of in-school, authentic field experiences for individual college students in the School Psychology Certification Preparation Program. The parties further agree that in the event that this Memorandum of Agreement (“**MOA**”) is between **MSU** and a school district, this **MOA** shall apply to and govern the relationship between **MSU** and each individual school within the school district.

MSU agrees to consult with teachers and administrators of **SCHOOL** in the design and planning of **MSU** students participation activities, to coordinate these field experiences through a single university office, **SCHOOL** personnel, and to consult with and schedule all activities through the Principal’s office. **MSU** faculty agree to work directly with **SCHOOL** personnel in the design of relevant learning experiences and to participate in the supervision and evaluation of these experiences. **MSU** shall work directly with the Superintendent’s office and building principals in the selection of qualified personnel to supervise and in the placement of students in the school.

SCHOOL faculty and administrative staff agree to participate in a partnership with **MSU** in the preparation of school psychology students in completion of their internship work towards certification in Kentucky. Cooperating **SCHOOL** personnel shall participate with Murray State instructors in the planning of supervised field experiences which may include direct observation, individual tutoring and coaching, planning and assisting in the preparation of materials, counseling/instruction, and relevant, authentic assessment activities. The building principal will assist in planning and coordinate all participation assignments.

MSU and **SCHOOL** agree not to discriminate on the basis of race, color, national origin, sex, gender identity, sexual orientation, religion, age, veteran status, disability, or political or social viewpoint in employment or application for employment, admissions, or the provision of services and provides, upon request, reasonable accommodation including auxiliary aids and services necessary to afford individuals with disabilities equal access to participate in all programs and activities.

In addition, **MSU** and **SCHOOL** agree not to discriminate on the basis of sex in its educational programs and activities and is required by Title IX and 34 CFR part 106 not to discriminate in such a manner. The prohibition against sex discrimination specifically includes a prohibition of sexual harassment and sexual violence. This non-discrimination in education programs and activities extends to employment and admissions and to recruitment, financial aid, academic programs, student services, athletics, and housing.

SCHOOL acknowledges that the education records of assigned students are protected by the Family Educational Rights and Privacy Act, as amended, 20 U.S.C. sec. 1232g (“**FERPA**”). The parties agree to comply with the requirements of **FERPA** and to protect the privacy of education records concerning any student assigned under this Agreement.

PERSONAL INFORMATION SECURITY. To the extent **SCHOOL** 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”), **SCHOOL** 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 **MSU**’s and reasonably designed to protect the Personal Information from unauthorized access, use, modification, disclosure, manipulation, or destruction; (iii) notifying **MSU** of a security breach relating to Personal Information in the possession of **SCHOOL** 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 **SCHOOL** abides by the requirements set forth in that exception; (iv) cooperating with **MSU** 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 **MSU** as the result of any action or inaction of **SCHOOL**; and (vi) at **MSU**’s discretion and direction, handle all administrative functions associated with notification, investigation and mitigation. The provisions hereof will survive termination or end of the Agreement for whatever reason.

SCHOOL hereby agrees that records/information of any student of **MSU** which are disclosed by **MSU** to **SCHOOL** 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 the same shall not be released to any other party without written consent of the student. This provision shall survive termination or end of the Agreement for whatever reason.

This Agreement is governed by the laws of the Commonwealth of Kentucky, without regard to its choice of law provisions, and any dispute hereunder will be resolved in the appropriate Kentucky forum only.

MSU and **SCHOOL** recognize and accept that the highest priority of needs in the school are those of the students enrolled. The agreements stated in this document are founded on the principle that Murray State faculty, college participants, and interns, working with **SCHOOL** personnel, can provide valuable and essential authentic field experiences for student interns. It is to further these mutually beneficial ends that this cooperative pact is confirmed.

HOPKINS COUNTY SCHOOLS:

MURRAY STATE UNIVERSITY

Dr. Damon Fleming
Superintendent

Dr. Rob K. Patterson
President

Date

Date

EDUCATIONAL STUDIES, LEADERSHIP, AND COUNSELING
SCHOOL PSYCHOLOGY

HOPKINS COUNTY SCHOOLS

HAVE SEEN AND APPROVED:

Dr. Stephanie Sullivan
Chair
Department of Education Studies, Leadership, and Counseling

Dr. David Whaley
Dean
College of Education and Human Services

Dr. Paul Twigg
Provost and Vice President for Academic Affairs
Murray State University

EXAMINED AS TO FORM AND LEGALITY:

Sarah Guthrie
Assistant Attorney
Murray State University