

**MEMORANDUM OF UNDERSTANDING BETWEEN
MURRAY STATE UNIVERSITY
AND**

This Memorandum of Understanding is between **Murray State University** (hereinafter referred to as “University”) and _____ (hereinafter referred to as “Facility”).

- A. The purpose of this Memorandum of Understanding is to facilitate the providing of high quality service learning experiences (“SLE”) for University students (“Students”).
- B. University agrees that it will:
 - 1. Provide Facility with Student learning objectives to assist the Facility in providing a beneficial SLE to Students and in providing University with information helpful for evaluation of the Student’s performance.
 - 2. Use reasonable care in the selection of Students who demonstrate satisfactory ability for the SLE.
 - 3. Emphasize to the Students the importance of observing all practices and procedures of the Facility.
 - 4. Meet with the designated Facility employees periodically throughout the SLE to discuss both Students and the SLE.
 - 5. Cooperate in the resolution of any problems related to a Student’s SLE.
 - 6. Upon request of Facility or if deemed necessary by University, request each Student to submit needed documentation to the Facility in order to participate in SLE at the Facility.
- C. Facility agrees that it will:
 - 1. Provide SLE that are planned, organized, and administered by qualified employees in accordance with the objectives provided pursuant to paragraph B1.
 - 2. Provide a University representative and Students with an orientation to the Facility by a designated employee, which orientation will include practice and procedures, rules and regulations, and safe operation of any equipment or machinery, and such other information believed to be necessary by the Facility.
 - 3. Evaluate the Students’ SLE in mutual consultation with a representative of the University. The final decision as to any grade will be that of the University. Facility agrees to treat all Student records confidentially and not to disclose

Student records except to University officials who have a legitimate need to know.

4. Provide emergency medical treatment to Students as needed for illness or injury suffered during SLE. Such treatment shall be at the expense of the individual treated except for treatment necessitated by the negligent or intentional action of the Facility, its agents or employees, which treatment will be at the sole expense of the Facility. Facility will maintain the confidentiality of any “Medical Information Form” regarding a Student and will release information only for reasons allowed therein.
 5. Immediately notify University in the event of any concerns about suitability of any Student for the SLE.
 6. Inform University of any special requirements or qualifications needed to engage in the SLE at the Facility.
- D. It is mutually understood and agreed that:
1. Students will be afforded SLE at the Facility with the use of designated Facility employees. The University will review the resumes of Facility’s designated employees to determine their suitability for SLE. It is the intent of these parties that the designated Facility employees will provide:
 - a. A critique of the Student’s performance.
 - b. Supervision of the Student’s activities.
 - c. Such other assessments, evaluations, and input as deemed helpful to successful SLE.
 2. The Students, while engaged in the SLE, will be subject to the rules and regulations of the Facility.
 3. The Facility will retain full responsibility for its patients and/or clients and will maintain supervision of Students with respect to clients and patients. It is understood and agreed that Students are not employees of either Facility or University and will receive no compensation for the SLE. Students will not at any time replace or be a substitute for any Facility employee.
 4. Both the University and the Facility represent that they will comply with all applicable federal and state laws which prohibit discrimination against any person on the basis of race, color, sex, creed, national origin, age, or handicap.
 5. Nothing in this Memorandum of Understanding is intended to be contrary to state or federal laws and in the event of conflict between the terms of this Memorandum of Understanding and any applicable state or federal law, that state or federal law will supersede the terms of this Memorandum of Understanding.

6. The individuals signing this Memorandum of Understanding for the University and for the Facility, each, by his/her signature, represents and affirms his/her authority to sign as the duly authorized agent of that party to the Memorandum of Understanding. Notices to the parties should be directed as follows:

To University: _____

To Facility: _____

7. The Memorandum of Understanding may be terminated by either party immediately, with cause, by providing written notice to the other party. The Memorandum of Understanding may be terminated by either party without cause at any time with sixty (60) days advanced written notice to the other party. Any termination during the term of the SLE should be, to the extent possible, such as to not prejudice any Student's SLE.
8. University will maintain adequate protection against its liability either through self insurance or liability insurance. Facility will maintain liability protection through liability insurance, the limits of which will be provided to University upon request.
9. This Memorandum of Understanding will be governed by the laws of the Commonwealth of Kentucky.

This the _____ day of _____, 200_.

(Name of Facility) _____

MURRAY STATE UNIVERSITY

BY: _____
Name: _____
Title: _____

BY: _____
DR. F. KING ALEXANDER,
PRESIDENT