



*The*  
***University of Mississippi***

Oxford • Jackson • Tupelo • Southaven

Department of Communication Sciences and Disorders  
Speech and Hearing Center  
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University, MS 38677-1848  
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Mr. David Meadows  
Tupelo Public School District  
72 South Green Street  
Tupelo, MS 38804

Dear Mr. Meadows:

Enclosed are two contracts from the University of Mississippi. Please sign both, keep one for your records and mail the other one back to the University of Mississippi Speech and Hearing Center (UMSHC). We appreciate your time and if you have any questions please contact UMSHC.

Sincerely,

Alice Henton, M.S., CCC-SLP  
Interim Clinic Director  
Speech and Hearing Center  
University of Mississippi

**COOPERATIVE AGREEMENT**

**BETWEEN**

**The Department of Communicative Disorders  
The University of Mississippi**

**AND**

Facility: Tupelo Public Schools  
Address: 72 South Green Street  
Tupelo, MS 38804

This agreement is by and between the UNIVERSITY OF MISSISSIPPI, hereinafter referred to as "University" and TUPELO PUBLIC SCHOOLS hereinafter referred to as "Affiliate".

Whereas, it is to the mutual benefit of the parties to provide clinical experience for students enrolled in certain programs of the University, the parties have agreed to the terms and provisions set forth below:

- I. Purpose - The purpose of this Agreement shall be to provide supervised clinical experience to students enrolled in the Speech-Language pathology program of the University.
  - A. Consideration for this Agreement shall consist of the mutual promises contained herein, the parties agreeing that monetary compensation shall neither be expected nor received by either party.
  - B. The clinical experience shall take place at the Affiliate's facility hereinafter referred to as "Facility".
  - C. The specific experience to be provided to students could include the following: chart/record review, evaluating and treating infants, toddlers, youth and adults with dysphagia and communication disabilities and their families; report writing, care planning and conferencing.
- II. Term and Conditions - Pursuant to the above-stated purpose, the parties agree as follows:
  - A. Term - The term of this Agreement shall be two (2) years commencing the date this agreement is signed by both parties. This agreement may be terminated at any time by either party upon

not less than ninety (90) days written notice in advance of the next educational experience.

- B. Placement of Students - The University will place an appropriate number of students at the facility each academic term. The University shall notify the Affiliate at least thirty (30) days prior to the beginning of each academic term of the number of students it desires to place at the Facility for such term. The Facility makes the final decision regarding how many students can be handled adequately.
- C. Discipline - While enrolled in clinical experience at the Facility, students will be subject to applicable policies of the University and the Affiliate. Each party will be responsible for enforcing all applicable policies including that of the other party.

Students shall be dismissed from participation in the clinical experience only after the appropriate disciplinary policies and procedures of the University have been followed; however, the Affiliate may immediately remove from the premises any student who poses an immediate threat or danger.

- D. Specific Responsibilities - The following duties shall be the specific responsibility of the designated party.

#### UNIVERSITY

1. The University shall provide health records of students upon request by the Affiliate. Inoculations, which must be current, may be specified by the Affiliate.
2. The University shall establish a procedure for notifying the Affiliate if a student is unable for any reason to report for clinical training.
3. The students of the University of Mississippi shall purchase liability insurance coverage for themselves while participating in the experience. The University of Mississippi shall provide proof of coverage to the Affiliate. The minimum amount of coverage per individual shall be \$1,000,000 and \$3,000,000 aggregate. The coverage shall extend through the term of the students' participation.
4. Contacts by a University faculty member may include a minimum of one (1) on-site visit for every semester that the

student is at the Facility. The visit will be scheduled to occur halfway through the student's practicum experience. (A minimum of one (1) telephone contact will be made one time per month). More on-site visits and telephone contacts will be scheduled if requested by Facility or student or if deemed necessary by the University.

5. University shall require each student to sign a Statement of Responsibility form attached hereto as Exhibit A and a Statement of Confidentiality form attached hereto as Exhibit B.
6. University of Mississippi Speech and Hearing shall maintain compliancy with the Health Insurance Portability and Accountability Act.

#### AFFILIATE:

All activities listed below shall be carried out by current holders of the American Speech Language Hearing Association's Certificate of Clinical Competence in Speech Language Pathology (CCC-SLP) and employed by the "Facility".

1. A CCC-SLP shall provide orientation to the Facility for students beginning clinical experience.
2. A CCC-SLP shall be responsible for scheduling training activities for students.
3. A CCC-SLP shall be on-site (in building) at all times when treatment and/or evaluation is being performed by the student.
4. A CCC-SLP shall be responsible for directly observing and supervising at least 50% of each evaluation session, including screening and identification activities.
5. At least 25% of each student's total contact time in clinical treatment with each client must be observed directly by a CCC-SLP supervisor.

Supervision should exceed these minimum standards initially, and then can gradually be decreased, but not fall below minimum standards mentioned in items 4 and 5.

6. A CCC-SLP shall provide written and verbal feedback to the student on a weekly basis and formal written feedback at mid-term and during the final week of the term.

7. All supervising CCC-SLP shall monitor and sign weekly student timesheets to verify that direct contact hours obtained at the Facility were supervised according to the aforementioned standards.
  8. Each supervising CCC-SLP shall provide and maintain records and reports required by the University to assist in following accreditation procedures. These will include copies of all ASHA CCC-SLP/A current membership cards, an Externship Site Report and other requested documentation.
  9. The Affiliate shall maintain a sufficient level of staff employees to carry out regular duties. Students will not be expected nor allowed to perform services in lieu of certified speech language pathologists. Students will sign all reports and documentation with the word: "student" (example: graduate student clinician, etc.)
  10. The Affiliate shall provide emergency medical treatment of students if needed for illness or injuries suffered during clinical experience. Such treatment shall be at the expense of the individual treated.
  11. The Affiliate shall maintain all applicable accreditation requirements and certify such compliance to the University or other entity as requested by the University. The Affiliate shall also permit authorities responsible for accreditation of the University's curriculum to inspect the Affiliate's clinical facilities and services as necessary.
  12. The Affiliate's responsibility for compliance with the Health Insurance Portability and Accountability Act shall be documented in writing to the University.
  13. All supervising CCC-SLPs at the Facility will read and follow the standards set forth in this Agreement.
- E. Mutual Responsibilities - The parties shall cooperate to fulfill the following mutual responsibilities.
1. Each party shall comply with all federal, state and municipal laws, rules and regulations, which are applicable to the performance of this agreement.

2. Students will be treated as trainees who have no expectation of receiving compensation or future employment from the Affiliate or the University.
3. The parties agree to comply with Titles VI and VII of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1973, Section Executive order 11, 246, and the related regulations of each. Each party assures that it will not discriminate against any individual student because of race, religion, creed, color, sex, age, handicap, veteran status or national origin.

F. Miscellaneous Terms - The following terms shall apply in the interpretation and performance of this Agreement.

1. Neither party shall be responsible for personal injury or property damage or loss except that resulting from its own negligence or the negligence of its employees or others for whom the party is legally responsible.
2. The delay or failure of performance by either party shall not constitute default under the terms of this Agreement nor shall it give rise to any claims against either party for damages. The sole remedy for breach of this Agreement shall be immediate termination.
3. This Agreement shall in no way be interpreted as creating an agency or employment relationship between the parties.
4. The contents of this contract binding from June 1, 2008 to June 1, 2010.

IN WITNESS WHEREOF, the parties, through their authorized representatives, have affixed their signatures below.

**UNIVERSITY**

By: Alice Henton

Title: Interim Director, Speech & Hearing Center, University of Mississippi

Date: 2-29-08

**AFFILIATE**

By: \_\_\_\_\_

Title:

Date: \_\_\_\_\_

By: Lynette J. Gray

Title: Interim Chair, Department of Communicative Disorders  
The University of Mississippi

Date: 3/03/08

By: \_\_\_\_\_

Title:

Date: \_\_\_\_\_