

## MEMORANDUM OF UNDERSTANDING

With: Ector County Independent School District

This memorandum of understanding is made this 17th day of August, 2021 by and between the University of Texas Permian Basin ("University"), a component institution of The University of Texas System ("System"), and Ector County Independent School District ("Facility"), having its principal office at 802 N. Sam Houston Odessa, Texas 79761, and is binding until August 17, 2022, at which time the affiliation can be renewed upon agreement by both parties involved.

WHEREAS, the University has an established Counseling Department;

WHEREAS, one of the objectives of this program is to train students to work as counselors in community agencies, practices, and/or schools; and

WHEREAS, the Facility has such resources and is willing to cooperate with the University in making them available for educational purposes;

NOW THEREFORE, THE PARTIES MUTUALLY AGREE TO THE FOLLOWING:

A. Joint Responsibilities:

1. Either party may terminate this agreement by giving the other written notice of termination, not less than thirty (30) days prior to the scheduled date for the next academic semester. The agreement may be terminated at any time by mutual consent. If this Memorandum is terminated for any reason, if at all possible, the parties agree to take every action possible to ensure that all University students who are currently participating in a program at the Facility shall be permitted to complete their program at the Facility despite such a termination.
2. In the absence of earlier termination of the agreement for any reason, this Agreement shall expire on the date stipulated above, unless renewed upon the mutual agreement of the parties.
3. Determination of the number of students to be assigned to the placement shall be negotiated between the Facility and the University. The Facility has the final decision on the number it can accommodate and can create and maintain their own process for screening potential students (e.g., applications, interviews).
4. The Facility and the University will cooperate in the placement of students, each sharing responsibility for the final selection. The Facility has no obligation to work with a student it initially considers or later determines to be unsuited to the Facility program, and the University has no obligation to place a student at a site it considers unsuitable.
5. Students are not considered employees and are not intended to replace paid employees or service contracts.
6. Facility acceptance of a student for placement does not obligate the Facility to compensate the student or the University. Further, there is no financial obligation on the part of either institution to the other. Any agreements which promise financial compensation to the student are wholly separate and apart from this memorandum.

7. The University and Facility agree to seek applicable permission in writing from all parties when students, faculty, staff wish to publish materials as a direct result of a student's training experience at the Facility.
8. Neither party may use the other's institutional name in advertising media, including social media, without written approval.
9. The University and Facility supervisors of students will comply with the Ethical Standards of the American Counseling Association (ACA) or with the standards of practice from a related profession (e.g., ASCA; AMHCA) and applicable law.

B. Responsibilities of The University's Counseling Department.

1. Designate one person to serve as the Clinical Coordinator. This person will be responsible for the primary coordination and administrative aspects of the placement program.
2. Designate a University liaison (usually the course instructor) who will periodically confer with the Facility supervisor regarding the student's progress.
3. Provide, through the Clinical Coordinator, to the Facility a Practicum/Internship Site Supervisor Training once this memorandum is signed and upon request of the Facility.
4. When circumstances beyond the control of the University or Facility indicate the student must be withdrawn, or if the Facility is unable to meet the conditions of the agreement, the University has the responsibility to withdraw the student from the placement. This action will be taken only after consultation with the Facility and faculty involved in the placement.
5. The University will provide, as needed, group meetings for administrators, staff, and placement site supervisors. These meetings are intended to promote understanding of the curriculum of the University, encourage communication and interaction between counseling practitioners and counselor educators, and to develop competence in training/supervision.
6. The University will permit the counselor education faculty to participate as resource persons for Facility activities, on invitation from the Facility.
7. The University will assist the Facility supervisor in obtaining learning resources for students upon request.
8. The University will establish a system by which, during class presentations, confidentiality of the Facility's clients is protected in accordance with the Ethical Standards of the American Counseling Association (ACA) and applicable law.
9. The University will establish a system through which students acknowledge receipt of and adhere to the student Practicum/Internship Handbook during the application, screening, placement, and training with the Facility.
10. The University will provide the Facility with a copy of the student Practicum/Internship Handbook during negotiations of this memorandum, upon request of the Facility, and after substantive changes to the handbook.

C. Responsibilities of the Facility

1. The Facility Manager will designate one staff professional, known as the Facility Supervisor, to instruct, supervise, and evaluate the student and be available for consultation as requested by the University. This professional should comply with the standards and expectations as described in the Practicum/Internship Site Supervisor Training provided by the Clinical Coordinator.

2. The Facility Manager will request from the University's Clinical Coordinator the Practicum/Internship Site Supervisor Training when a new professional at the Facility is identified as a potential Facility Supervisor.
3. The Facility Manager will provide adequate time for the Facility Supervisor to hold individual supervisory conferences with the student for at least one hour per week.
4. The Facility Supervisor will be responsible for the actual supervision and control of the student's activities at the Facility.
5. The Facility Supervisor will complete Section B of and sign the Counseling Practicum/Internship Agreement prior to the student engaging in any activities related to the placement.
6. The Facility will provide each student with reasonable opportunities to accumulate the necessary hours outlined in the signed Counseling Practicum/Internship Agreement and detailed in the Practicum/Internship Site Supervisor Training.
7. The Facility Manager will provide time for the Site Supervisor to attend a scheduled meeting for Site Supervisors (if arranged), to be held at a designated time and place on the University campus.
8. The Facility will provide office supplies, telephone facilities and office arrangements it considers will enable the student to function effectively, and will make provisions for safeguarding materials the Facility considers confidential.
9. The Facility Supervisor will provide learning experiences compatible with the program's educational objectives.
10. The Facility Supervisor will provide the University Liaison a written evaluation of the student as requested by the University Liaison (typically at the end of each semester), or placement termination if earlier.
11. The Facility Supervisor will promptly communicate to the University Liaison any concern regarding the student's performance.
12. The Facility Supervisor will consult the University Liaison promptly if circumstances arise which require the Facility to withdraw the student from the placement.
13. The Facility Supervisor will arrange student work schedules, which will not conflict with schedules of the University.
14. The Facility Manager agrees to permit, upon reasonable request, the inspection of related Facility by the University and organizations charged with accreditation of the University's programs.
15. The Facility Manager will arrange for a system through which the student can confidentially audio and/or video record sessions with clients (after said clients have agreed to be recorded).
16. The Facility Manager agrees to allow the University Liaison reasonable access to the Facility, including audio/video recordings, necessary to evaluate the professional performance of the student. The student's progress in counseling skill development will be the focus of the University Liaison's supervision; case management will remain solely within the purview of the placement site supervisors.
17. The Facility Supervisor agrees to provide each student with all Facility policies, rules, and regulations pertinent to the student's role in the placement. Particular emphasis will be placed on requirements for safeguarding client rights and confidential professional information.
18. The Facility will maintain applicable current Public Liability Insurance.

D. General Provisions

1. **NOTICES.** All notices under this Memorandum shall be in writing and delivered either by personal delivery or by United States certified mail, return receipt requested. Such notices shall be deemed given when received by such party's designated representative.
2. **ORAL REPRESENTATIONS.** No oral representations of any officer, agent, or employee of Facility, University, or System shall affect or modify any obligations of either party under this Memorandum.
3. **AMENDMENT TO AGREEMENT.** No amendment to this Memorandum shall be valid unless reduced to writing, signed by an authorized representative of each party.
4. **ASSIGNMENT.** This Memorandum may not be assigned by either party without prior written approval of the other party.
5. **PERFORMANCE.** A delay in or failure of performance of either party that is caused by occurrences beyond the control of either party shall not constitute default hereunder, or give rise to any claim for damages.
6. **APPLICABLE LAW.** The validity, interpretation, performance, and enforcement of this Memorandum shall be governed by the laws of the State of Texas.
7. **FERPA.** For purposes of this Agreement, pursuant to the Family Educational Rights and Privacy Act of 1974 (FERPA), the University hereby designates the Facility as a school official with a legitimate educational interest in the educational records of the students who participate in the department to the extent that access to the records are required by the Facility to carry out the program. The Facility agrees to maintain the confidentiality of the educational records in accordance with the provisions of FERPA.

IN WITNESS WHEREOF, the undersigned parties do hereby bind themselves to the faithful performance of this Memorandum.

**Designated Facility Official**

**UTPB Official**

Printed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

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

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

Approved: October 25, 2016  
Scott C. Kelley  
Executive Vice Chancellor for Business Affairs  
The University of Texas System