

**MEMORANDUM OF AGREEMENT
BETWEEN**

**AND
BAYLOR UNIVERSITY**

WHEREAS, Baylor University, through its Department of Health, Human Performance and Recreation (“HHPR”) - graduate and undergraduate divisions requires the use of field work experiences for students in the majors and minors associated with these divisions (hereinafter referred to as “HHPR Degree Programs”), and

WHEREAS, _____ offers suitable institutional facilities which meet criteria established by Baylor University, and

WHEREAS, the faculty recognizes that practical experience under appropriate guidance and supervision is essential for student development of effective skills, clinical judgment, and a sense of professional responsibility, and

WHEREAS, it is recognized that a cooperative relationship between a service institution and an educational institution can be mutually beneficial,

BE IT AGREED that _____, hereafter called "Agency", and Baylor University, hereafter called "University", desire to enter into an agreement whereby students in the HHPR Degree Programs shall receive experiences in practicum courses in the Agency. This Agreement shall be governed by the following conditions:

I. THE UNIVERSITY SHALL:

- A. Recommend for placement in the on-site education program of the Agency only those students who have earned a satisfactory record and have met the minimum requirements established by the University for HHPR Degree Programs within the Department of HHPR.
- B. Provide the Agency with copies of current course outlines, course objectives, the curriculum philosophy, and a list of faculty and their qualifications when requested.
- C. Extend the authorized representatives of the Agency an open invitation to visit the Department of HHPR at the University and consult with faculty and students in HHPR Degree Programs.
- D. Assist the site on selection of students to the Agency with the student's knowledge and consent.

- E. Have representatives of the University available to the Agency for assistance and consultation as the need arises and when possible.
- F. Appoint a representative of the University to visit the Agency if possible during the field experience to assist in the supervision of the student's field experience.
- G. Advise students of their responsibilities regarding participation in the on-site education process, including professional conduct and following rules and standards set by the Agency and the University.
- H. Assume full responsibility for planning and execution of the education phase of the HHPR Degree Programs, including curriculum, administration, faculty appointments, and matters which normally are reserved as University function, such as granting degrees and advising students. However, recommendations and suggestions will be solicited from the Agency's staff in making significant revisions.

II. THE AGENCY SHALL:

- A. Provide an on-site experience which is pertinent and meaningful for students enrolled in HHPR Degree Programs at the University.
- B. Accept from the University the number of students that staff, space, and program permit.
- C. Open the program of on-site education to review by the director and faculty of the HHPR Degree Programs at the University.
- D. Provide quality supervision of the student(s) in the on-site education program.
- E. Keep the University informed regarding the nature of the experiences each student received, as well as his/her level of performance, and to notify and consult with the University any time the student is not making satisfactory progress.
- F. Support continuing education and professional growth and development of those staff who are responsible for student supervision.
- G. Retain full responsibility for client care and for control of established standards of client care.
- H. Comply with all applicable federal and state health and safety laws and regulations.
- I. Prohibit the disclosure of personally identifiable information, as defined by the Family Educational Rights and Privacy Act, of a student without the prior consent

of the student, and to limit Agency's use of such information only for the purpose for which it obtained such information from University.

III. UNIVERSITY AND AGENCY JOINTLY AGREE:

- A. That no student will be discriminated against on the basis of race, gender, or national origin in any aspect of this program.
- B. That the determination of the number of students to be assigned to the Agency shall be a joint decision based on staff and space available at the Agency and the eligible students enrolled in the curriculum who desire a field experience at a particular site.
- C. That this document does not limit the Agency to accepting only students from this University into the on-site education program.
- D. That there will be meetings of representatives of both University and the Agency as often as such meetings are needed to coordinate and improve the program, and at the convenience of both parties.
- E. That there will be on-going, open communication between the University and the Agency to insure understanding of the expectations and roles of both institutions in providing on-site experience for students.
- F. That either the University or the Agency may drop a student enrolled in the program if, in the opinion of either party, the student is not making satisfactory progress in the program. Any student who does not satisfactorily complete the program or any portion thereof may repeat the course at the same Agency only with the written approval of both the Agency and the University.
- G. The patient health center information received by the student, either written or verbal, will remain confidential to protect the patient's rights and the Agency's operations.

IV. DURATION OF AGREEMENT, TERM, MODIFICATION:

- A. This Agreement shall remain in effect until terminated. Either party may terminate this Agreement, with or without cause, by written notice to the other party at least sixty (60) days prior to the commencement of the next academic term. Students enrolled in the practicum at the time notice is given shall have the opportunity to complete the course of study in progress.
- B. The parties to this Agreement may amend this Agreement as deemed necessary provided, however, that no amendment to this Agreement shall be valid unless in writing and signed by the duly authorized representatives of the parties.

C. All the terms, conditions, and provisions agreed upon by the parties to this Agreement are incorporated in this document.

V. STUDENT SCHEDULES:

Schedules for students including instruction, clinical participation, and use of each institution's facilities will be agreed upon by the officially designated representative of the institution and the student. Students will appear in appropriate attire acceptable to the institution for instruction of all kinds. Permission may be included to attend seminars, conferences, and to participate in other pertinent institutional activities.

This Agreement is effective as of _____ .

ATTEST:

BAYLOR UNIVERSITY

By: _____
Marsha J. Duckworth
Assistant Secretary

By: _____
Michael K. McLendon
Interim Provost

AGENCY:

By: _____