

MEMORANDUM OF  
AGREEMENT BETWEEN

THE UNIVERSITY OF KENTUCKY COLLEGE OF FINE ARTS

AND

Lexington-Fayette Urban County Government through the Lexington Global Engagement Center

AGENCY ADDRESS: 1306 Versailles Road Suite 110, Lexington, Kentucky, 40508

FOR

COOPERATIVE EDUCATIONAL PRACTICUM PROGRAM  
FOR MUSIC THERAPY STUDENTS

Whereas the University of Kentucky College of Fine Arts, hereafter referred to as the University, and the Lexington-Fayette Urban County Government, hereinafter referred to as LFUCG through the Lexington Global Engagement Center, hereafter referred to as the Agency, have decided to establish a cooperative educational practicum program for music therapy students of the University, the parties hereby agree as follows:

I. RIGHTS AND RESPONSIBILITIES OF THE UNIVERSITY:

The University shall have the following rights and responsibilities:

1. Assigning faculty to work with the Agency.
2. Assigning students acceptable to the Agency, including termination of placement.
3. Planning student experience in consultation with the appropriate Agency personnel.
4. Orienting Agency personnel to the College of Fine Arts and its educational programs.
5. Evaluating student performance in consultation with the appropriate Agency personnel.

II. RIGHTS AND RESPONSIBILITIES OF LFUCG and THE AGENCY:

The LFUCG and Agency shall have the following rights and responsibilities:

- I. Providing supervised field practicum to students.
2. Providing adequate facilities for students accepted by it for placement.
3. Cooperating and consulting with the appropriate faculty in planning, supervising, and evaluating student experience.
4. Informing the University of any specific requirements or conditions for students acceptable to it.
5. Terminating students' practicum in consultation with the appropriate College faculty.

III. RIGHTS AND RESPONSIBILITIES OF STUDENTS:

- I. Students activities will be in accordance with the courses in which they are enrolled. They will develop individual learning contracts as approved by the appropriate College faculty and Agency personnel.
2. Students participating in the practicum are not employees of the Agency and are not entitled to wages, workers compensation, unemployment compensation or future employment, unless the Agency decides otherwise.

IV. FINANCE:

There are no financial obligations for the function of practicum training activities for either party while music therapy students are assigned to the Agency.

V. LIABILITY:

Claims for damages sustained to either person or property as the proximate result of negligence of the University of Kentucky, its officers, agents or employees while acting within the scope of their employment are governed by the provisions of KRS 44.070 et seq. The University of Kentucky maintains general liability insurance for each student in every practicum.

VI. AFFIRMATIVE ACTION:

The University of Kentucky is an equal opportunity educational institution, and the Agency agrees not to discriminate in employment, provision of benefits or otherwise on account of race, color, creed, age, sex, national origin, religion or handicap.

VII. PERSONAL INFORMATION SECURITY:

To the extent Agency 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"), Agency 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 University's and reasonably designed to protect the Personal Information from unauthorized access, use, modification, disclosure, manipulation, or destruction; (iii) notifying University of a security breach relating to Personal Information in the possession of Agency 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 Agency abides by the requirements set forth in that exception; (iv) cooperating with University in complying with the response, mitigation, correction, investigation, and notification requirements of the Act, (v) paying all costs of notification, investigation and mitigation in the event of a security breach of Personal Information suffered by Agency; and (vi) at University's discretion and direction, handling all administrative functions associated with notification, investigation and mitigation.

VIII. TERM OF AGREEMENT:

This agreement shall be effective from the date of its execution and shall be reviewed annually by the two parties. Subject to such revisions as are mutually agreeable at the time of annual review, submitted as written amendments to modify this agreement, the duration of the agreement shall be continuous. Either party may terminate the agreement at the end of any year (as measured from the date of execution) upon written notice at least three months in advance.

IX. SIGNATURES:

In Testimony whereof, Witness the duly authorized signatures of the parties hereto.

APPROVED BY:

FOR THE UNIVERSITY

FOR THE LFUCG AND AGENCY

  
\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

Timothy Tracy  
\_\_\_\_\_  
Printed Name

Jim Gray  
\_\_\_\_\_  
Printed Name

Provost  
\_\_\_\_\_  
Title

Mayor  
\_\_\_\_\_  
Title

Date: 4-26-2017

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

RECOMMENDED BY:

David Sogin  
Signature

David Sogin  
Printed Name

Interim Dean, College of Fine Arts  
Title

Date: 4.14.17

\_\_\_\_\_  
Signature

Isabel Gereda Taylor  
Printed Name

LFUCG Multicultural Affairs Coordinator  
Title

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