

Eastern Kentucky University
DEPARTMENT OF SOCIAL WORK
EDUCATION AGREEMENTS



Prior to student placement commencing, it is expected that the University will negotiate a formal, written agreement with the placement site ("Affiliate"). Such agreement should explicate the general responsibilities of the Affiliate and the University. The purpose of this agreement is to ensure clear communication and understanding of the cooperative nature of field placements between the University and the Affiliates that participate in the placement component of the educational program. A sample copy of the Department of Social Work's Education Agreement can be found on the following pages.

It is understood that some Affiliates may require additional responsibilities be specified within the agreement and/or require completion of additional forms and/or contracts in order to complete arrangements for placing one or more students. These additional components, if necessary, will be addressed on an individual, as needed basis. The appropriate designee within the University's Department of Social Work should initially review any such additional components and, if such designee would still like to proceed with partnering with that Affiliate, should thereafter send to the Office of University Counsel for legal review and approval from a compliance perspective.

EDUCATION AGREEMENT
BETWEEN
EASTERN KENTUCKY UNIVERSITY
AND
Lexington-Fayette Urban County
Government
Department of Social Services

This education agreement (the "Agreement") is entered into this ____ day of ____, 2026, between Eastern Kentucky University's Department of Social Work (the "UNIVERSITY") and LFUCG Department of Social Services (DSS) (the "AFFILIATE"), located at 200 East Main Street, Lexington, KY 40507, for the purpose of establishing a cooperative pursuit of their respective goals.

I. PURPOSE

The purpose of this Agreement is to establish an agreement between the above parties in regard to their cooperation in the implementation of education experience opportunities for UNIVERSITY students. This Agreement defines the basis on which AFFILIATE will supervise UNIVERSITY students assigned to field experiences within said AFFILIATE and is intended to foster communication and understanding of the cooperative nature of field experiences. The scope of this Agreement is focused on the general activities planned and the assignment of responsibilities between the parties.

II. ACCREDITATION STANDARDS

AFFILIATE acknowledges that UNIVERSITY is accredited by the Council on Social Work Education (the "CSWE"). AFFILIATE agrees to adhere to all standards and practices that are now or during the term of this agreement may be required by CSWE for UNIVERSITY's program to maintain or renew its accreditation status with CSWE.

III. SCHEDULE OF ACTIVITIES

The scheduling of activities for students will be in accordance with the schedule of courses at UNIVERSITY and the schedule will be explored and planned with the appropriate personnel of AFFILIATE. Student assignments, planned by the instructor in consultation with the appropriate supervisory personnel, will be selected in accordance with the particular experience and the opportunities available.

The number of students assigned to AFFILIATE and the times of rotations will be mutually agreed upon.

IV. UNIVERSITY RESPONSIBILITIES

UNIVERSITY shall:

- A. Maintain responsibility and authority for all academic and educational matters and subsequent evaluation of students, including but not limited to awarding of grades.
- B. Retain control of the educational program for students through faculty of UNIVERSITY. UNIVERSITY will regularly assess the learning environment of AFFILIATE to identify any positive and negative influences on professional standards and conduct of students.
- C. Provide AFFILIATE a practicum manual that provides a statement of philosophy and the objectives of curricular education.
- D. Assign only such students as are, to the extent of UNIVERSITY's knowledge, in good health at the time of reporting for assignment at AFFILIATE.
- E. Forward to AFFILIATE a summary of the student's training and experience which shall include, to the extent necessary, information maintained on the student's general health, related education, and experience.
- F. Assign students in cooperation with AFFILIATE and subject to the availability of AFFILIATE's personnel for teaching and supervising.
- G. Appoint an Academic Coordinator who will be the liaison representative of UNIVERSITY.
- H. Provide student performance evaluation forms to be completed by AFFILIATE and, thereafter, returned to UNIVERSITY at mid-term and at the end of placement.
- I. Reserve the right to revoke any assignment prior to the student's entry into the field experience at AFFILIATE.
- J. Withdraw any student from the field experience at the request of AFFILIATE if the student's performance is unsatisfactory.

V. AFFILIATE RESPONSIBILITIES

AFFILIATE shall:

- A. Assign a Agency Supervisor who meets the qualifications as defined by UNIVERSITY and provide such Agency Supervisor adequate time and resources to fulfill responsibilities as defined in this Agreement and in the practicum manual supplied by UNIVERSITY.
- B. For the duration of student rotations, make available appropriate resources and access to facilitate student education. Students may participate in education or continuing

education activities of AFFILIATE as appropriate.

C. Provide educational field experiences as stated in the objectives and philosophy of UNIVERSITY and engage in supervision appropriate to the academic level of assigned students.

D. Complete all applicable forms requested by UNIVERSITY relating to student evaluation and information regarding the teaching site in a timely manner.

E. Request the UNIVERSITY to withdraw the student from the assigned education experience when their conduct and/or performance is deemed unsatisfactory. To assist UNIVERSITY in its due process obligations to a student removed from the program, AFFILIATE agrees to provide a written statement of the reasons for the withdrawal or exclusion.

F. Provide information and/or training on appropriate security and personal safety measures to all UNIVERSITY students and faculty assigned to AFFILIATE in all locations where instruction occurs.

G. Allow student rotations to take place at all facilities owned and/or operated by AFFILIATE, as appropriate.

VI. STUDENT RESPONSIBILITIES

STUDENT shall:

A. Have the responsibility of transportation to and from AFFILIATE's facilities as well as on any reasonable special assignment by AFFILIATE.

B. Provide medical insurance for self or possess other financial means to cover expenses which may arise as the result of illness or injury occasioned during their rotations at AFFILIATE. STUDENT acknowledges that since they are not an employee of UNIVERSITY or of AFFILIATE, STUDENT is not protected by Worker's Compensation and neither AFFILIATE nor UNIVERSITY assumes liability for injuries or illness.

C. Be responsible for following administrative policies of AFFILIATE.

D. Notify AFFILIATE of their intended time of arrival and be responsible for reporting to the designated individual at AFFILIATE on time.

E. Be responsible for their own housing during education assignments.

F. Be subject to the rules and regulations of AFFILIATE.

G. Not be considered an employee of AFFILIATE or UNIVERSITY for any purpose,

including but not limited to compensation or fringe benefits, worker's compensation, unemployment compensation, and/or minimum wage laws, solely due to their participation in the practical education phase of their educational program. This provision shall not be deemed to prohibit the employment of any STUDENT by AFFILIATE at AFFILIATE'S sole discretion and under a separate employment agreement.

VII. FINANCE

There are no financial obligations for the function of training activities for either party while students are assigned to AFFILIATE.

VIII. EQUAL OPPORTUNITY

UNIVERSITY complies with the federal and state constitutions and all applicable federal and state laws regarding nondiscrimination. UNIVERSITY provides equal opportunities for qualified persons in all aspects of UNIVERSITY operations and does not discriminate on the basis of race, color, religious belief, national origin, sex, sexual orientation, gender identity, gender expression, pregnancy, ethnicity, disability, medical condition, veteran status, genetic information, age, or any other characteristic protected by federal, state or local law.

IX. LIABILITY

The parties are independent contractors and, accordingly, shall have no authority to act for or represent the other party. Further, each party shall individually maintain responsibility for their respective employees and agents. Finally, the parties recognize UNIVERSITY is an agency of the state and, as such, is vested with sovereign immunity, and nothing in this Agreement shall be construed as a waiver by UNIVERSITY of such immunity.

UNIVERSITY shall maintain liability insurance for itself, agents, officers and employees in the amounts of not less than One Million Dollars (\$1,000,000.00) per claim and Three Million Dollars (\$3,000,000.00) aggregate per policy year.

AFFILIATE shall maintain liability insurance for itself, agents, officers and employees in the amounts of not less than One Million Dollars (\$1,000,000.00) per claim and Three Million Dollars (\$3,000,000.00) aggregate per policy year, or such other minimum amounts as may be required from time to time by UNIVERSITY. The policy of insurance shall provide that such insurance shall not be cancelled, modified or permitted to lapse without thirty (30) days prior written notice to UNIVERSITY. AFFILIATE shall promptly, following request by UNIVERSITY from time to time, provide evidence of such insurance acceptable to UNIVERSITY.

X. DISPUTES

In the event of a dispute between the parties, the parties shall use their reasonable best

efforts to resolve the dispute in an informal fashion and in good faith through consultation and communication.

XI. HEALTH REQUIREMENTS

UNIVERSITY requires students to be in compliance with all current UNIVERSITY immunization and Tuberculosis testing policies that may be applicable. Proof of inoculations will be provided upon request to facility.

XII. PERSONAL INFORMATION SECURITY

(Please select the appropriate box applicable to this practicum.)

☐ UNIVERSITY will provide AFFILIATE with student's 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"), AFFILIATE shall secure and protect 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 AFFILIATE 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 AFFILIATE 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 AFFILIATE; and, (vi) at UNIVERSITY's discretion and direction, handling all administrative functions associated with notification, investigation and mitigation.

☒ STUDENT will provide AFFILIATE with all Personal Information therefore UNIVERSITY and AFFILIATE are not bound by Kentucky's Personal Information Security and Breach Investigation Procedures and Practices Act, KRS 61.931, 61.932 and 61.933 in regard to this Agreement.

XIII. NOTICE

Whenever any notice, demand or consent is required by the terms of this Agreement, it shall be delivered by mail, postage prepaid, to the following addresses:

If to AFFILIATE: DSS- 200 East Main Street
Lexington, KY 40507
Division of Aging and
Disability Services-195 Life
Lane Lexington, KY 40502

Division of Family Services-

1135 Harry Sykes Way

Lexington, KY 40502

Division of Youth Services-

1135 Harry Sykes Way

Lexington, KY 40504

If to UNIVERSITY: Eastern Kentucky University
Office of University Counsel
521 Lancaster Avenue
CPO 40A, Coates 212
Richmond, KY, 40475

XIV. ELECTRONIC STORAGE AND SIGNATURES

The parties hereto agree and stipulate that the original of this Agreement, including the signature page, may be scanned and stored in a computer database or similar device, and that any printout or other output readable by sight, the reproduction of which is shown to accurately reproduce the original of this document, may be used for any purpose just as if it were the original, including proof of the content of the original writing.

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which, when taken together, shall constitute one and the same agreement. Any electronically transmitted signature or photocopy of a signature to this Agreement shall be deemed an original signature to this Agreement and shall have the same force and effect as an original signature. For purposes of this Section, an "electronically transmitted signature" means a manually-signed original signature that is sent via the internet as a "pdf" (portable document format) attached to an e-mail message.

XV. HIPAA

To the extent AFFILIATE is a healthcare provider that must comply with the HIPAA privacy regulations set forth at 45 CFR Parts 160 and 164 (the "Privacy Rule"), the parties herein agree that UNIVERSITY will not be permitted access to Protected Health Information and, thus, the parties are not required to enter into a business associate contract, as these terms are defined in the Privacy Rule.

XVI. FERPA

AFFILIATE shall maintain and protect the confidentiality of student education records as required by the Family Education Rights and Privacy Act (FERPA). Student information that is submitted by UNIVERSITY and those records generated by AFFILIATE regarding students is confidential and shall be used only for the purposes stated in this Agreement. AFFILIATE agrees not to share or disclose this data with any third-party outside of the purposes stated in this Agreement, unless required to do so by law or other agency regulations. AFFILIATE shall notify UNIVERSITY in writing immediately upon learning of any such required release of records and also upon learning of any such unauthorized

release of the records or the information contained therein. Failure to comply with the requirement to protect the students' education records will result in the cancellation of the Agreement and eligibility to receive any student information from UNIVERSITY for a period of no less than five (5) years.

AFFILIATE agrees to destroy the student information with permission of UNIVERSITY in a manner that completely protects the confidentiality of the student information or return the information to UNIVERSITY upon the expiration of this Agreement.

XVII. TERM OF THE AGREEMENT

- A. This Agreement shall be effective for a period of five (5) years from the date first written above.
- B. This Agreement is subject to mutually agreed upon modifications. Any modifications shall be in writing and added as attachments to this Agreement.
- C. This Agreement may be terminated by either party provided written notice is sent to the other party at least thirty (30) days prior to the proposed date of termination.
- D. Any student currently enrolled in a rotation at the AFFILIATE's facilities at the time a notice of termination is given by either party shall have six (6) months from the time such notice is given to complete their program with AFFILIATE.

XVIII. MISCELLANEOUS

- A. *(Please select the appropriate box applicable to this practicum.)*

☒ The practicum is taking place within the Commonwealth of Kentucky. Therefore, this Agreement is being executed and delivered in the Commonwealth of Kentucky and shall be construed and enforced in accordance with the laws of the Commonwealth of Kentucky. The parties hereto agree that any legal action which is brought on the basis of this Agreement shall be filed in the Franklin County Circuit Court of the Commonwealth of Kentucky, pursuant to KRS 45A.245.

☐ This practicum is taking place outside of the Commonwealth of Kentucky. Therefore the parties agree to remain silent on governing law and venue.

B. Nothing contained in this Agreement confers on either party the right to use the other party's name or likeness without prior written permission or constitutes an endorsement of any commercial product or services by either party.

C. The invalidity or unenforceability of any provision of this Agreement will not affect the validity or enforceability of any other provision.

D. No party may assign or subcontract any portion of this Agreement without the prior written consent of the other party; provided, however, that AFFILIATE expressly acknowledges that any assignment by UNIVERSITY to an entity controlled by, controlling, or under common ownership with UNIVERSITY or arising out of any merger, reorganization or consolidation of UNIVERSITY shall not require the consent of AFFILIATE.

E. The individuals executing this Agreement on behalf of UNIVERSITY and AFFILIATE hereby represent and warrant that the execution, delivery and performance of this Agreement has been approved by all requisite corporate action and such individuals have been duly authorized to execute and deliver this Agreement.

F. This Agreement contains the entire agreement between the parties and supersedes all prior understandings and agreements, oral or written, relating thereto.

XIX. SIGNATURES

In testimony whereof, witness the duly authorized signatures of the parties hereto to the original:

EASTERN KENTUCKY UNIVERSITY



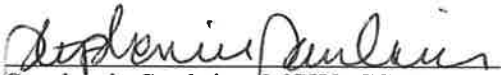
John P. Bowes
Associate Dean, College of Letters, Arts,
and Social Sciences

AFFILIATE NAME



Linda Gorton
Mayor

Recommended by:



Stephanie Saulnier, MSW, CSW
Social Work Department Chair
Department of Social Work