MEMORANDUM OF AGREEMENT
Supervisory Agreement

The purpose of this Memorandum of Agreement is to set forth terms of supervision of a master’s level counseling intern in the Professional Counseling Program at Texas State University. The Parties to this Agreement understand and agree to the following:

1. _____________________ (Counseling Intern Name) will serve as a graduate-level counselor intern from the Texas State University Professional Counseling Program. The internship site is located at (Name and physical address of site) ________________________________

2. The internship will begin on (semester start date) ____________________________, and end on (semester end date) ________________________, for an approximate total of _______ clock hours of experience. Either party may terminate this Agreement upon thirty (30) days written notice to the other party. Internship students participating in the internship arrangement at the time of termination will be allowed to complete the semester assignment.

3. __________________________ (Supervisor name with credentials) will serve as the On-site supervisor for the counselor intern during the above-stated period. On-site supervisor’s phone number at the site: ______________________ and email address: ______________________

4. The On-site supervisor will be responsible for:

   • Providing a Professional Disclosure Statement for Supervision and Proposed Activity Plan
   • Providing a minimum of one hour of weekly individual supervision; additional supervision in any format is at the discretion of the site supervisor
   • Providing supervision on an emergency basis, as needed
   • Providing the ability to video/audio record counseling sessions for University supervision
   • Consulting with the University Supervisor about the counselor intern’s progress
   • Providing ongoing evaluative feedback to the counselor intern
   • Completing a midsemester evaluation during the internship semester, and a final written evaluation at the end of each internship semester
   • Providing a total of 300 clock hours within the semester, with a minimum of 120 hours being face-to-face direct clinical contact with clients

5. Internship activities that are appropriate for professional practice in counseling:

   ■ Direct Services – All interns will provide at least 120 hours of face-to-face counseling services each semester (240 in one semester for school counseling), including: individual counseling, group counseling, couples counseling, family counseling, play therapy; parent, teacher, and administrator consultation; classroom guidance activities (for school setting).

   ■ Indirect Services – All interns will provide the remaining 180 hours required each semester (360 hours in one semester for school counseling) in professionally relevant activities such as: workshops, in-service trainings, staff meetings, individual and group supervision, documentation, referrals, reviewing video/audio tapes, reading, consultation with other professionals, appropriate test administration and interpretation.
6. The Professional Counseling Program will be responsible for designating a faculty member to serve as the University Supervisor. This person will be the contact between the University and internship on-site supervisor, making contact at the beginning of the semester, and conducting an on-site meeting during the course of the semester. The site visit is designed to introduce the University Supervisor to the On-site Supervisor and the internship site, as well as to discuss goals and progress of the intern. The University Supervisor will meet with the counselor intern in a group supervision format (class on campus) every other week for an average of 3 hours. The University Supervisor will assign grades for the class, as well as provide documentation of the Internship experience on licensure documents upon the completion of each internship semester. Dr. Tracy Chiles, the program’s Practicum & Internship Coordinator, will also be available for consultation with the University and on-site supervisors throughout the internship experience.

7. The counselor intern is responsible for the following:
   - Adhering to the administrative policies, rules, standards, schedules and practices of the facility/internship site and the University
   - Providing all necessary and appropriate supplies where required or when not provided by the facility and/or University
   - Arranging for securing own background check or other pre-intern screening requirements
   - Providing personal transportation to and from the internship site
   - Arranging a schedule to ensure attendance at weekly individual supervision with the On-site supervisor and group supervision (class) as scheduled by the University Supervisor
   - Purchasing and maintaining professional liability insurance throughout the internship
   - Reporting all absences to site supervisor and University supervisor in a timely manner
   - Adhering to all applicable ethical codes and policies of the internship site

8. It is understood and agreed to by and between the parties that the On-site supervisor has the right to terminate the field experience of the counselor intern if, in the judgment of the On-site supervisor, the counselor intern’s professional performance and development are below the requirements set by the site. Also, it is understood and agreed to by and between all parties that the Texas State University Professional Counseling Program has the right to terminate the field experience of the counselor intern for reasons concerning the performance of the counselor intern and/or the internship site. Such action will not be taken until the concerns have been discussed with the relevant and pertinent individuals.

9. It is understood that the activity plan can be revised and changed in writing after mutual agreement by all parties.

10. Nondiscrimination: In their execution of this agreement the parties and others acting by or through them shall comply with all federal and state laws prohibiting discrimination, harassment, and sexual misconduct. To the extent not in conflict with federal or state law, the parties agree not to discriminate on the basis of race, color, national origin, age, sex, religion, disability, veterans’ status, sexual orientation, gender identity or gender expression. Any breach of this covenant may result in termination of this agreement.

11. Governing Law. This Agreement and all claims arising from this Agreement shall be interpreted and construed in accordance with the laws of the State of Texas, without regard to its conflict of laws principles. Any judicial action or proceeding between the parties relating to this Agreement and all claims arising from this Agreement shall be brought in the federal or state courts serving Hays County in the State of Texas.

12. Sovereign Immunity. Notwithstanding any provision of this contract, nothing herein shall be construed as a waiver by Texas State University of its constitutional, statutory or common law rights, privileges, immunities or defenses. To the extent the terms of this paragraph conflicts with any other provision in this contract, the terms of this paragraph shall control.
13. Any questions regarding the Internship program, its procedures, or this memorandum shall be referred to:

________________________________________
On-site Supervisor

________________________________________
Tracy Chiles, Ph.D.  University Representative: Practicum & Internship Coordinator

________________________________________
Kevin Fall, Ph.D., LPC-S  Department Chair: Counseling, Leadership, Adult Education & School Psychology Program

14. Only Agreement. This Agreement constitutes the sole and only agreement of the parties hereto and supersedes any prior understanding of written or oral agreements between parties respecting the within subject matter.

Executed on the day and year first above written.

Facility/Agency:  

________________________________________
Printed Name

________________________________________
Signature

________________________________________
Title

________________________________________
Date

Texas State University

________________________________________
Michael O’Malley, PhD

________________________________________
Printed Name

________________________________________
Signature

________________________________________
Dean, College of Education

________________________________________
Title

________________________________________
Date