

AGREEMENT  
between  
Jefferson County Board of Education  
and  
Western Kentucky University

THIS MEMORANDUM OF AGREEMENT ("MOA") is entered into between the JEFFERSON COUNTY BOARD OF EDUCATION, a political subdivision of the Commonwealth of Kentucky doing business as the Jefferson County Public Schools, with its principal place of business at 3332 Newburg Road, Louisville, Kentucky 40218 ("JCPS") and WESTERN KENTUCKY UNIVERSITY, with its principal place of business at 1906 College Heights Blvd. #21030, Bowling Green, Kentucky 42101-1030 ("WKU").

WHEREAS, JCPS is a school district that operates a system of elementary and secondary schools, including the provision of psychological and special education services to JCPS students through school psychologists employed by JCPS;

WHEREAS, WKU is a state university that desires for its psychology students to obtain learning experiences by working with JCPS school psychologists; and

WHEREAS, JCPS desires to collaborate with WKU for the provision of learning experiences for WKU school psychology students through a practicum training experience.

NOW THEREFORE, in consideration of the terms, conditions, premises, and mutual agreements set forth herein, JCPS and WKU agree as follows:

**1 Duties of WKU:**

- a. WKU agrees that WKU, through its faculty and training program, is solely responsible for teaching school psychology to the WKU school psychology students, and WKU faculty are ultimately responsible for the teaching, supervision, guidance, and evaluation of WKU school psychology students.
- b. WKU agrees to initiate communication, through appropriate WKU faculty and/or staff members, with the JCPS Lead Psychologist in order to discuss learning experiences for WKU school psychology students.
- c. WKU agrees that it will require all WKU school psychology students, and any other WKU employees, volunteers, or contractors performing services under this Agreement, to have on file a Criminal Records Check, per Kentucky law and JCPS requirements, completed no more than five years ago. WKU school psychology students, and any other WKU employees, volunteers, or contractors convicted of any of the following, per JCPS Board Policy 03.6, shall not be permitted to perform services under this Agreement:
  - i. Any conviction for sex-related offenses;
  - ii. Any conviction for offenses against minors;
  - iii. Any conviction for felony offenses, except as provided below;
  - iv. Any conviction for deadly weapon-related offenses;

- v. Any conviction for drug-related offenses, including felony drug offenses, within the past seven years;
  - vi. Any conviction for violent, abusive, threatening or harassment related offenses;
  - vii. Other convictions determined by the Superintendent/designee to bear a reasonable relationship to the ability to perform services under this Agreement.
- d. WKU will be responsible for ensuring that all school psychology students who provide services in JCPS facilities, maintain professional liability insurance coverage. WKU will provide JCPS with evidence of such coverages upon request.
  - e. WKU will inform the WKU school psychology students who provide services in JCPS facilities that they are not entitled to wages for JCPS for their services, that they will not be considered employees of JCPS, and that they will not have workers compensation insurance coverage from JCPS.
  - f. WKU will comply, and will instruct the WKU school psychology students to comply, with all federal and state laws and regulations and all JCPS policies applicable to the provision of the services described in this Agreement, including without limitation the federal Family Educational Rights and Privacy Act, as amended, 20 U.S.C. sec. 1232g and implementing regulations in Title 34 of the Code of Federal Regulations ("FERPA"), the Kentucky Family Educational Rights and Privacy Act, Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act, and JCPS policies and procedures for volunteers and visitors entering JCPS facilities. JCPS has the right to request WKU to withdraw any WKU school psychology student from the program whose conduct is not, in the sole opinion of the administrative staff of JCPS, in compliance with any such laws, regulations or policies.

## **2 Duties of JCPS:**

- a. JCPS will assign WKU school psychology students to appropriate JCPS facilities at which JCPS school psychologists provide school psychology services to JCPS students. Such assignments shall be mutually reviewed for each JCPS semester by JCPS administrative personnel and WKU administrative personnel, but JCPS shall make the final decisions regarding such assignments.
- b. JCPS school psychologists will provide appropriate opportunities for WKU school psychology students to obtain learning experiences by observing and assisting JCPS school psychologists and other relevant personnel (including, but not limited to teachers, school counselors, social workers, administrators). JCPS school psychologists and other JCPS administrative staff will have the right to determine and to limit the tasks which WKU school psychology students may perform and to determine and limit the access of WKU school psychology students to education and health records of JCPS students.
- c. JCPS will provide periodic written reports to WKU concerning the progress and accomplishments of the WKU school psychology students who provide services under this Agreement; provided, the evaluation and assignment of grades to WKU school psychology students is the responsibility of WKU.

- d. JCPS will be responsible for any necessary communications with parents and/or guardians regarding the services performed by WKU school psychology students under this Agreement.
- e. JCPS will obtain any necessary written authorizations or consent from parents and/or guardians of JCPS students to approve their receiving services from WKU school psychology students under this Agreement. JCPS will share such authorizations or permissions with WKU.
- f. JCPS administrative personnel will assist WKU school psychology students, and any other WKU employees, volunteers or contractors, with the interpretation of applicable JCPS policies and procedures for volunteers and visitors entering JCPS facilities.
- g. JCPS will maintain all-risk property and casualty insurance coverage (which may be provided in whole or in part by the JCPS self-insurance program) with respect to the facilities in which WKU school psychology students will provide services and commercial general liability insurance coverage in appropriate amounts and will provide WKU with evidence of such coverages upon request.
- h. JCPS acknowledges that the education records of WKU school psychology students are protected by FERPA. JCPS will comply with the requirements of FERPA and protect the privacy of any education records of any WKU school psychology student provided to JCPS.

### **3 Mutual Duties of JCPS and WKU:**

- a. Neither party shall have any obligation to make any payment to the other party in consideration for this Agreement.
- b. JCPS and WKU agree not to discriminate in the assignment or treatment of WKU school psychology students on the basis of race, color, national origin, age, religion, marital or parental status, political affiliations or beliefs, sex, sexual orientation, gender identity, gender expression, veteran status, genetic information, or disability.
- c. JCPS and WKU agree that no JCPS student shall be denied equal educational opportunities or school psychology services because of his or her race, color, national origin, age, religion, marital or parental status, political affiliations or beliefs, sex, sexual orientation, gender identity, gender expression, veteran status, genetic information, or disability.
- d. Neither party shall acquire any proprietary or other rights in or to use the names, logos, symbols and other identifying marks of the other party by virtue of this Agreement, unless otherwise approved in writing prior to use. Each party shall have the right to review and approve any public announcement by the other party regarding this Agreement.
- e. The respective administrative officers of JCPS and WKU who have responsibility for the implementation of this Agreement shall meet periodically during the term of this Agreement to evaluate the operation of the program and discuss issues of mutual concern.

### **4 Term:**

- a. This Agreement shall be effective for five (5) years commencing on February 28,

2018 and ending on February 28, 2023.

**5 Termination:**

- a. The Agreement may be terminated by either party with or without cause upon no less than 60 days written notice to either party. This Agreement may be terminated immediately by JCPS upon ten business days written notice to WKU for its failure to cure a material breach of this Agreement.

**6 Modification:**

- a. No waiver, alteration, or modification of the provisions of this Agreement shall be binding unless in writing and mutually agreed upon by both JCPS and WKU.

**7 Independent Parties:**

- a. In the performance of the duties and obligations imposed on each party by this Agreement, it is mutually understood and agreed that WKU is at all times acting as an independent contractor with respect to JCPS, and neither party shall be construed to be an agent or representative of the other party. Except as provided herein, JCPS shall not have any control or direction over the manner, methods or means by which WKU performs its work and functions.

**8 Captions:**

- a. Section titles or captions contained in the Agreement are inserted only as a matter of convenience and reference and in no way define, limit, extend, or describe the scope of this Agreement or the intent of any provisions hereof.

**9 Entire Agreement:**

- a. This Agreement contains the entire agreement between JCPS and WKU and supersedes any and all prior agreements executed contemporaneously with the execution of the Agreement and incorporated herein by reference shall remain in full force and effect. Neither this Agreement nor any of the respective rights or obligations of either party under this Agreement may be assigned, sublet, or otherwise disposed of, in whole or in part, by either party without the prior written consent of the other party.

**10 Severability:**

- a. If any court of competent jurisdiction holds any provision of this Agreement unenforceable, such provision shall be modified to the extent required to make it enforceable, consistent with the spirit and intent of this Agreement. If such a provision cannot be so modified, the provision shall be deemed separable from the remaining provisions of this Agreement and shall not affect any other provisions of the Agreement.

**11 Counterparts:**

- a. This Agreement may be executed in counterparts, in which case each executed counterpart shall be determined an original and all executed counterparts shall constitute one and the same instrument.

**12 Applicable Law:**

- a. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky. The venue of any proceeding brought by any Party to enforce the terms of this Agreement shall be the court of appropriate jurisdiction of Jefferson County, Kentucky.

**13 Indemnification:**

- a. To the extent permitted by law, JCPS shall indemnify and hold WKU harmless from any and all claims, demands, liabilities, damages, and expenses connected therewith for injury to persons or damages to property caused by the acts, omissions, or negligence of JCPS, its agents, servants, or employees. To the extent permitted by law, WKU shall indemnify and hold JCPS harmless from and against any and all claims, demands, liabilities, damages, and expenses connected therewith for injury to persons or damages to property caused by the acts, omissions, or negligence of WKU, its agents, servants, or employees. If the indemnification provisions are determined to be inapplicable under this clause, such inapplicability shall not affect either party's right to pursue common law indemnification or contribution claims. This indemnification shall survive and continue in full force and effect, notwithstanding the expiration or termination of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the first date written above.

JEFFERSON COUNTY BOARD OF EDUCATION:

By: \_\_\_\_\_  
Name  
Title

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

WESTERN KENTUCKY UNIVERSITY:

By: Sam Evans, Dean  
Name  
Title

Date: 1-10-18

By: Paul Myers, School Psychology Program Director  
Name  
Title

Date: 1-11-18