

CONTRACTUAL AGREEMENT BETWEEN:
NEWPORT BOARD OF EDUCATION as NEWPORT INDEPENDENT SCHOOL DISTRICT AND
Marshall University College of Education and Professional Development,
and Morgan Brown, School Psychology Intern, Marshall University

I. As per Marshall University's Internship Placement Requirements, Newport Independent School District agrees to the following:

- (a) to a written contractual agreement specifying the period of appointment and the terms of compensation:
 - i. The services to be performed by Morgan Brown shall be such as those duties assigned by Dr. Terry Miller, Marshall University Field-Based Internship supervisor.
 - ii. The duties to be performed by Ms. Brown are to commence on Newport Independent Schools first day of school for teachers adopted or amended by Newport Independent Schools and approved by the KY Department of Education for the **2019-20** school year. 186 days required by the school calendar, to end no later than **June 30, 2020**.
 - iii. In consideration of the services for this contract Ms. Brown shall be paid \$28,645. The salary shall be payable in accordance with Newport Independent Schools pay schedule.
- (b) to a schedule of appointments consistent with that of Newport Independent Schools School Psychologists (e.g., calendar, meetings, etc.).
- (c) to a provision for participation in continuing professional development activities as directed by Director of Newport Independent Schools.
- (d) to an expense reimbursement consistent with Newport Independent Schools policies pertaining to professional development.
- (e) to provide an appropriate work environment including adequate supplies, materials, secretarial services, and office space.
- (f) to provide two-hours per week release time for internship supervisor(s).
- (g) to a commitment to the internship as a training experience.
- (h) to plan a work schedule so that adequate time is reserved for supervision, special projects, and continued professional development.

II. As per Marshall University's Internship Placement Requirements, The Field-Based Internship supervisor, (Dr. Terry Miller) agrees:

- (a) he possesses at least three year experience as a school psychologist and holds appropriate certification or licensure as a school psychologist in the state where the internship services are provided.
- (b) to hold the responsibility for the nature and quality of the psychological services provided by the Ms. Brown.

- (c) to being responsible for no more than three interns at any given time during the 2019-20 school year.
- (d) to provide at least two hours per week of direct supervision for each intern, in accordance with the NASP training standards (2010) indicating the "preponderance of field-based supervision will be provided on at least a weekly, individual, face-to-face basis, with structured mentoring and evaluation that focus on the intern's attainment of competencies"
- (e) to work with Ms. Brown and develop objectives and goals in the fall, to be revised in January, which relate to goals of the program and Newport Independent Schools Continuous District Improvement Plans.
- (f) to systematically evaluate the Ms. Brown's performance in regard to the specific training objectives of the University Program and the field-based site and complete the student's Internship Field Supervisor Rating form each semester. This could include reviewing test protocols, counseling records or notes, reports, etc. and observe the student's professional skills.
- (g) to co-sign all psychoeducational reports, review counseling/intervention notes and progress monitoring, and to facilitate appropriate termination of consultation and intervention follow-up as necessary.
- (h) to contact the University supervisor if any significant problem occurs with Ms. Brown's assignment.
- (i) to conduct supervision in a manner that is consistent with current legal/ethical standards of the profession.

III. Morgan Brown, School Psychology student at Marshall University hereby agrees to comply with the following:

- (a) The Newport School Board of Education requires all employees, contractors, and interns to submit to a criminal history background check by the Department of Kentucky State Police and the Federal Bureau of Investigation. Fingerprints shall be obtained on an applicant's fingerprint card provided by the Department of Kentucky State Police. The results of the criminal background check will be sent to the hiring superintendent. Any fee charged shall be no greater than the actual cost of processing the request and conducting the search. Finger printing can be obtained at the superintendent's office in the Newport Welcome Center. Newport Board of Education charges \$32.00 for the background check and fingerprints. If you have completed a background check and finger printing at another district please submit a copy with your application/contract.
- (b) The Newport Board of Education requires all prospective employees of public schools, their contractors', interns, etc. who work in direct contact with children submit to a (Child Abuse) Background Check in accordance with the passage of SB 101 (2018). The Central Registry Check form can be downloaded from The Cabinet for Health and Family Services (CHFS) website. A check or money-order made payable to the "Kentucky State Treasury" in the amount of ten dollars (\$10.00) must accompany your request to process the Child Abuse Neglect Check. Please follow complete instructions on the form. Persons applying for a certified, classified or contractual position within the Newport Independent School District must present

the superintendent with a letter from the Cabinet for Health and Family Services stating you are clear to hire and there are no findings of substantiated child abuse or neglect.

- (c) The Newport Board of Education has contracted Safe Schools by Vector Solutions to streamline staff safety and compliance training with a web-based automated system. You are required to complete specific training courses in accordance to the district's Safe School policies prior to the first day of school. Courses required by the district include, but are not limited to Restraint and Seclusion, Bloodborne Pathogens Exposure Prevention, FERPA: Confidentiality of Records, Emergency Management: Evacuation Planning for Students with Special Needs, Safety in the Classroom and others to be determined for educators who support students with exceptionalities.

IV. Newport Independent School District and Marshall University College of Education and Professional Development and Morgan Brown, Intern agree to:

- (a) Uphold the *Newport Independent School District Contract* and the *Contractual Agreement between Marshall University College of Education and Professional Development, Newport Independent School District and Morgan Brown, Intern* during the 2019-2020 school year.
- (b) Have the right to terminate the contract when provided thirty day notice.
- (c) Comply with state and federal regulations as may apply to this contract.

Signatures:

Newport Independent School District

Kelly Middleton, Superintendent

Date

Lisa Swanson, Director of Special Education

Date

Marshall University College of Education and Professional Development

Conrae Lucas-Adkins, Psy.D
Assistant Professor, Coordinator of Field Experience

5/8/19
Date

Teresa R. Eagle, Ed.D
Dean, Graduate School of Education and Professional Development

5/8/19
Date

Morgan Brown, Intern, School Psychology

05/07/19
Date

CONFIDENTIALITY AGREEMENT

FERPA is the *Family Educational Rights and Privacy Act*. This act prohibits the unauthorized release of personally identifiable information about a child, his/her educational records and unauthorized discussion about a child and his/her family by anyone who works in an educational setting. *This does not prohibit the sharing of information about a child or their family that is necessary for you to carry out your job responsibilities.*

- Sharing unauthorized information about children and their families is prohibited unless within the scope of your duties as a contracted employee of the District.
- Please use appropriate channels of communication for comments and concerns regarding students, their families, and employees of the District. If concerned about a student, family member or staff person or a situation you became aware of in the context of your duties, please speak with the director of special education, teacher, or principal. Do not discuss your concerns with others.
- Be a caring, supportive and professional member of our school team by respecting the rights and privacy of our children as well as fellow staff.
- Keep our schools safe by reporting student misbehavior that is a danger to that student or others.
- Parents have the right to inspect and review their children's educational records and can request copies of all of these records. If you are requested to share school records with a parent please consult with an administrator in your building before you do so.
- You are not required to share documents that are in the "sole possession of the creator" and "serve only as a private memo or reminder and are not shared with ANYONE other than the creator or a temporary substitute". This would include your case/client notes that are for your use only. If you share these notes with others, they become "open records" that must be shared with a parent/guardian who requests access to educational records.
- Parents may request an amendment of records that they consider "inaccurate, misleading, or in violation of the student's rights of privacy or other rights."
- Release of student information to others outside of our schools requires parental consent except in health and safety emergencies and to another school where a student is enrolled or intends to enroll.
- Parents are given annual notice in the *Code of Conduct* book that explains that "directory information" may be released by a school, unless the parent provides written notice to the school that this information may not be released. (*Directory information includes: name, address, telephone number, date and place of birth, major field of study, dates of attendance, class, participation in officially recognized activities and sports, degrees, and awards received and most recent educational institution attended by the student.*)
- Parental access rights transfer to adult students when they reach age of majority, age 18 in Kentucky.
- Notes concerning a student made by a staff member, retained by that person, and not shared with anyone are exempt from parental access.
- Under certain circumstances a state assigned social worker who is investigating child abuse or neglect reports may require certain information about a child or youth. The school principal will verify the authority of that person and instruct school staff to share verbal or written information about a child accordingly to comply with the law.
- When making a report to law enforcement authorities or social services, only the name, address, parent's name(s) in addition to the facts and circumstances may be shared. No additional information about the student's status may be shared at this time including: grade, disability status, disciplinary record, health status, description of behavior, etc. Additional information may be shared only when the court provides a subpoena or with written parental consent.

I have reviewed these regulations on confidentiality and understand it's implications with respect to my contract with the Newport Independent School District.

Signature: Morgan Beaman

Date: 05/07/19

2019-2020