



**FLOYD COUNTY BOARD OF EDUCATION**  
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**Date:**

June 10, 2020

**Consent Agenda Item (Action Item):**

James D. Adams Middle School requests the approval of Mountain Comprehensive Care Center to provide services to students through the "Shifting Boundaries" program throughout the 2020-2021 school year.

**Applicable Statute or Regulation:**

The signing of "Memorandum of Agreements" must receive Board of Education approval. (attached)

**Fiscal/Budgetary Impact:**

There is no fiscal and/or budgetary impact.

**History/Background:**

AMS seeks this additional program to provide opportunities for all students through their health class.

**Recommended Action:**


Approve the request.

**Contact Person(s):**

Charles Rowe, Principal

  
Principal

  
Director

  
Superintendent

**MEMORANDUM OF AGREEMENT  
BY and BETWEEN**

*Adams Middle School  
2520 S. Lake Drive Prestonsburg, KY 41653*

**And**

*Mountain Comprehensive Care Center/Healing Program  
104 S. Front St. Prestonsburg, KY 41653*

**This is a Memorandum of Agreement on the part of *Mountain Comprehensive Care Center/Healing Program* the designated crisis center for the *Big Sandy Region*, and *Adams Middle School*.**

The Mountain Comprehensive Care Center/Healing Program and the school shall jointly be referred hereinafter as the "parties."

**PURPOSE:**

1. The purpose of this Memorandum of Agreement is to guide and direct the parties regarding their working relationship and the joint provision of the Shifting Boundaries program for middle schools, a primary prevention education program to reduce the incidence of dating violence and sexual harassment among young people.
2. Nothing in this Memorandum alters in any way the respective legal rights of the parties or their legal obligations to one another, to their constituents or to any third party.

**B. GENERAL UNDERSTANDING:**

1. *Mountain Comprehensive Care Center/Healing Program* is the regional crisis center designated to provide regional rape crisis services and are required, in part, pursuant to KRS 211.600 and 920KAR 2:070 to provide services to any victim of sexual assault or abuse requesting such service. These services shall include, but not be limited to crisis counseling, mental health and related support services, advocacy, consultation, public education, and provision of training to professionals.
2. *Adams Middle School* is the middle school located at *2520 Lake Drive Prestonsburg, KY 41653* and has chosen to receive prevention education provided by *Mountain Comprehensive Care Center/ The Healing Program* beginning in the *Fall Semester of 2020*.
3. The name of the specific prevention education curricula that will be used in the middle school for the purposes of reducing dating violence and sexual harassment is Shifting Boundaries. Shifting Boundaries has proven to be effective in reducing sexual harassment, peer sexual violence perpetration and victimization, and dating sexual violence victimization after six months of implementation (Taylor et al, 2013).
4. For the purposes of implementing the provisions of this Memorandum of Agreement, there shall be no discrimination on the basis of race, national origin, religion, creed, sex, gender identity, sexual orientation, age, disability, or residence status in the provision of prevention education services to any student.

5. This Memorandum of Agreement shall be in effect from August **2020** through the end of the school year.

*Mountain Comprehensive Care Center/Healing Program* shall:

- a. Implement the Shifting Boundaries program facilitated by a trained educator designated by the Center.
- b. Facilitate evaluation of Shifting Boundaries in coordination with the Kentucky Association of Sexual Assault Programs, Inc.
- c. Keep the school officials at *Adams Middle School* informed of scheduling, curricula, surveying, data, program outcomes and any other activities conducted at the school related to Shifting Boundaries.
- d. Keep confidential the evaluation data specific to *Adams Middle School* gathered throughout the school year.
- e. Allow the school all discretion regarding who is told about the school's participation in the project and how such information is shared.
- f. Conduct the evaluation of the program in strict accordance with all human subject protection standards and will provide the school with a copy of the policies upon request.
- g. Present results of school mapping activity to all school administrators and teachers.

The *Adams Middle School* shall:

- a. Allow staff from *Mountain Comprehensive Care Center/Healing Program* access to the students enrolled in the school for the provision of Shifting Boundaries and evaluation of that program through the use of survey instruments for the entire school year.
- b. Name a single point of contact person from the school to receive ongoing communication regarding the activities to be conducted in this project.
- c. Inform *Mountain Comprehensive Care Center/Healing Program* of any other prevention programming implemented at *Adams Middle School* throughout the project period.
- d. Participate in the program as it was designed so that the results, as proven through research, will be achieved. This includes:
  - i. Ensuring that all 6<sup>th</sup>, 7<sup>th</sup>, and 8<sup>th</sup> grade students in the school participate in the Shifting Boundaries program.
  - ii. Allowing classroom time for four one-hour 6<sup>th</sup>, 7<sup>th</sup>, and 8<sup>th</sup> grade lessons each academic year.
    - a. Teachers should remain in the classroom during Shifting Boundaries lessons in order to assist with behavior management.
  - iii. Providing the prevention educator from *Mountain Comprehensive Care Center/Healing Program* with addresses of all students participating in Shifting Boundaries for the purpose of mailing parent notification letters regarding the program and evaluation. Addresses must be provided at least two weeks prior to the distribution of student evaluation surveys. In the event that the school's policies prohibit the release of student addresses, the school shall be responsible for mailing the notification letters.
  - iv. Commitment to making time for presentation of school mapping results.

- v. Commitment to creating a new safety action plan to improve the physical environment of the school for students addressing the results of the mapping activity.

**MUTUAL RESPONSIBILITIES:**

- a. The parties will work together to maintain a consistent and continuous level of equality, respect and non-violence in the school. At the request of either party, a meeting or conference will be held between *Mountain Comprehensive Care Center/Healing Program* and *Adams Middle School* to resolve any problems and/or develop any improvements in the provision of education programming to students and personnel at *Adams Middle School*. This relationship is intended solely for the mutual benefit of the parties and their clients hereto, and there is no intention, expressed or otherwise, to create any rights or interests for any party or person other than the parties, without limiting the generality of the foregoing.
- b. Neither party is an agent, employee or servant of the other.
- c. This Memorandum of Agreement shall be governed by, construed and applied in accordance with the laws of the Commonwealth of Kentucky.
- d. The parties will sign a Business Agreement in accordance with federal HIPAA regulations.

**AGREED TO BY:**

**MOUNTAIN COMPREHENSIVE CARE CENTER/HEALING PROGRAM**

Tina Petry, Shifting Boundaries Educator/Outreach Coordinator

\_\_\_\_\_ (date)

**Adams Middle School/Principal/FRYC Coordinator**

\_\_\_\_\_ (date)

\_\_\_\_\_ (date)