



FLOYD COUNTY BOARD OF EDUCATION
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Linda C. Gearheart, Board Chair Member - District 1
William Newsome, Jr., Vice-Chair - District 3
Dr. Chandra Varia, Member - District 2
Keith Smallwood, Member - District 4
Steve Slone, Member - District 5

Action/Discussion Item: Consider\Approve the Memorandum of Understanding between the Floyd County Board of Education and Morehead State University.

Applicable Statutes or Regulations: BOE Policy 0.11 Powers and Duties of the Local Board of Education.

Background and major Policy Implications: Morehead State University has requested placement of students enrolled in their Teacher Education Program into our schools for the purposes of providing clinical practice experiences for students preparing for a career in education.

Fiscal Budgetary Impact: None

Alternatives: None proposed.

Recommended Action: To approve the Memorandum of Understanding with Morehead State University.

Contact Person: Angela Duncan, 606.886.4525

N/A
Principal

Angela Duncan
Director

Anna W. Shepherd
Superintendent

Date: July 12, 2021

MEMORANDUM OF AGREEMENT

MOREHEAD STATE UNIVERSITY Morehead, Kentucky

This Clinical Partnership Agreement is made and entered into on this 15th day of June, 2021 by and between *Morehead State University*, Morehead, Kentucky, on behalf of the *Ernst and Sara Lane Volgenau College of Education*, hereinafter referred to as the **University** and the **Floyd County Schools Board of Education** hereinafter referred to as (Board).

WHEREAS, the **University**, in the exercise of its lawful duties, has determined the necessity of the performance of the following described functions, to wit: The need to enter into a partnership which provides quality, collaborative, Clinical Practice for university students (Hereinafter known as Candidates) enrolled in programs leading to teacher certification.

WITNESSTH: Whereas, it is for the mutual benefit of the university and the board to provide appropriate Clinical Practice experiences to Candidates in teacher preparation, it is therefore agreed as follows:

1. The University and the Board, under the provisions of K.R.S. 65.240, 161.042 and relevant Kentucky Education Professional Standards Board (Hereinafter known as EPSB) regulations, are authorized to enter into cooperative agreements, including financial agreements, for the purpose of providing Clinical Practices to Candidates preparing for the education profession. The University and the Board accept the joint responsibility to prepare qualified teachers.
2. The Board of Education agrees that schools in their system may be used by the University as Collaborative centers for Clinical Practice. The Board further agrees that the Educators who supervise Teacher Education Program (TEP) and/or Masters of Art in Teaching (MAT) Candidates shall meet the standards prescribed by the Kentucky Education Professional Standards Board (EPSB).
3. The University and the Board agree that all arrangements in reference to this program shall be governed and consistent with policies of the Board as well as those of the University.

4. The Clinical Practice Site shall maintain and protect the confidentiality of Students education records as required by the family Education Right and Privacy Act (FERPA). Student information that is submitted to Morehead State University and those records generated by **Floyd County Board of Education** regarding students' confidential information and shall be used only for the purpose stated in this agreement. The **Floyd County Board of Education** agrees not to share or disclose this data with any third-party outside of the purposes stated in this agreement unless **the Floyd County School District** shall notify Morehead State University in writing immediately upon learning of any such required unauthorized release of the record or information contained therein. Failure to comply with the requirement to protect students' education records will result in the cancellation of the agreement and eligibility to receive student information from Morehead State University for a period of no less than five years.

5. The Board and Clinical Practice sites that receive Personal Information as defined by and in accordance with Kentucky's Personal Information Security and Breach Investigation Procedures and Practices Act, KRS 61.931, et seq., (the "Act"), shall secure and protect the Personal Information by, without limitation, complying with all requirements applicable to non-affiliated third parties set forth in the Act.

"Personal Information" is defined in accordance with KRS 61.931(6) as "an individual's first name or first initial and last name; personal mark; or unique biometric or genetic print or image, in combination with one (1) or more of the following data elements:

- a) An account, credit card number, or debit card number that, in combination with any required security code, access code or password, would permit access to an account;
- b) A Social Security number;
- c) A taxpayer identification number that incorporates a Social Security number;
- d) A driver's license number, state identification card number or other individual identification number issued by an agency;
- e) A passport number or other identification number issued by the United States government; or

Individually Identifiable Information as defined in 45 C.F.R. sec. 160.013 (of the Health Insurance Portability and Accountability Act), except for education records covered by the Family Education Rights and Privacy Act, as amended 20 U.S.C. sec 1232g.”

As provided in KRS 61.931(5), a “non-affiliated third party” means “any person or entity that has a contract or agreement with the Commonwealth and receives (accesses, collects or maintains) personal information from the Commonwealth pursuant to the contract or agreement.”

The Clinical Practice site and Board hereby agrees to cooperate with the Commonwealth in complying with the response, mitigation, correction, investigation, and notification requirements of the Act.

The Clinical Practice site shall notify as soon as possible, but not to exceed seventy-two (72) hours, the contracting agency, the Commissioner of the Kentucky State Police, the Auditor of Public Accounts, and the Commonwealth Office of Technology of a determination of or knowledge of a breach, unless the exception set forth in KRS 61.932(2)(b)2 applies and the Internship site abides by the requirements set forth in that exception. If the agency is an educational entity listed under KRS 61.931(1)(e), the Clinical Practice site or Board shall notify the Council on Postsecondary Education in the same manner as above. Notification shall be in writing on a form developed by the Commonwealth Office of Technology.

The Clinical Practice site and Board hereby agrees that the Commonwealth may withhold payment(s) owed to the site for any violation of the Identity Theft Prevention Reporting Requirements.

The Clinical Practice Site and Board hereby agrees to undertake a prompt and reasonable investigation of any breach as required by KRS 61.933.

Upon conclusion of an investigation of a security breach of Personal Information as required by KRS 61.933, the Board hereby agrees to an apportionment of the costs of the notification, investigation, and mitigation of the security breach.

In accordance with KRS 61.932(2)(a) the Clinical Practice site or Board shall implement, maintain,

and update security and breach investigation procedures that are appropriate to the nature of the information disclosed, that are at least as stringent as the security and breach investigation procedures and practices established by the Commonwealth Office of Technology:

6. Both parties acknowledge and accept that this partnership is guided by the principle that the preparation of quality teachers is a joint, collaborative responsibility of both the University and the Partnership Board and its schools, and will work together to provide supportive Clinical Practice.
7. The University and Board, through designated staff, shall collaborate and approve Teacher Education Program (TEP) and Master of Arts in Teaching (MAT) Candidates placements subject to its limitations and its philosophy of student education. Nothing in this agreement shall preclude the Board or University from exercising its right to remove Candidates who, in the judgement of the Educators or Administrator, have an adverse influence on the welfare of students, detract from the total school program, or who do not contribute to the advancement of the educational profession.
8. The Board shall conduct criminal background checks of Candidates, as per Board policy.
9. The Teacher Education Program Educator (Cooperating Teacher) and/or MAT School Mentor shall have the responsibility to provide Candidates placed under their supervision with appropriate Experiences as outlined in the Morehead State University TEP/MAT Program Policies. These policies will be established through a mutually collaborative process. The assignment of Candidates to Cooperating Teachers shall be through the mutual collaboration and agreement of the Board (or its Designees) and the University.
10. The University agrees that all Candidates assigned to a School for Clinical Experience Practices are expected to observe all pertinent regulations and practices, which constitute the established practices of the Board and the University. Violation of said regulations may lead to the dismissal from individual Clinical Practice or MAT placements. The Board (or its Designee) and School shall provide the University with the regulations and policies of its District and schools. These shall address, but are not limited to: Candidate professional behavior, professional dress, and expectations of responsibilities. It is understood between both parties that undergraduate

Candidates will not be alone with students without a member of the school faculty or staff member present.

11. The University and Board agree not to discriminate in recruitment of employees, in the area of Candidates' development (Clinical Experiences, Internships, and Clinical Practice), in the advancement, and in the treatment of their employees and Candidates based on the basis of race, color, national origin, age, religion, sex, sexual orientation, gender, gender identity, gender expression, disabled veterans, recently separated veterans, other protected veterans, and armed force service medal veterans, or disability. The University does not discriminate in its educational programs, services, activities, employment policies, and admission of students to any program of study. The University conforms to all the laws, statutes, and regulations concerning equal employment opportunities and affirmative action. This includes: Title VI and Title VII of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, Executive Orders 11246 and 11375, Equal Pay Act of 1963, Vietnam Era Veterans Readjustment Assistance Act of 1974, Age Discrimination in Employment Act of 1967, Sections 503 and 504 of the Rehabilitation Act of 1973, Americans with Disabilities Act of 1990, and Kentucky Revised Statutes 207.130 to 207.240; Chapter 344 and other applicable statutes. Vocational educational programs at Morehead State University supported by federal funds include industrial education, vocational agriculture, business education, and the associate degree program in nursing..

Clinical Practice

12. It is agreed and understood that the Educators and/or MAT Mentors are employees of the Board. and that any payment arrangement with the University does not, nor is it intended, to constitute an employer-employee relationship. Any tax liability created by a stipend payment shall be the responsibility of the recipient. The University will comply with all remaining requirements of the Internal Revenue Service.
13. It is agreed and understood that Candidates, Cooperating Teachers, and University Faculty shall be evaluated for Quality Assurance purposes.

14. The University agrees to pay a stipend to the Educators (Cooperating Teachers) who mentor Candidates during the Clinical Practice (student teaching) semester. Stipend amounts are determined annually, per program policy and EPSB regulations.
15.
 - a. This Agreement term shall commence on 6/15/2021 and continue each successive year until either party terminates the agreement with or without cause. This agreement may be terminated at any time, with or without cause, by either party, by providing 90 days written notice to the other party.
 - b. Any changes or revisions to the content of this agreement must be done in writing through **the University**, Dean of the Volgenau College of Education (or designee) and the Board.
 - c. If either party wishes to amend or terminate this agreement, a thirty-day notice, in writing, shall be provided.
 - d. Clinical Experiences (Field Experiences) agreements between the University and Board shall be addressed through the Clinical Experience Addendum to this agreement.

The University:

By MOREHEAD STATE UNIVERSITY

Organization

By _____

Dean,

Ernst and Sarah Lane Volgenau College of Education

By _____

Printed Name

By _____

President or Designee

By _____

Printed Name

The Board:

By Floyd County BoE

Organization

By _____

Authorized Signature

By _____

Printed Name

By _____

Title

"Morehead State University is an equal opportunity educational institution"