



FLOYD COUNTY BOARD OF EDUCATION
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Consent Agenda Item (Action Item):

South Floyd Elementary requests the approval of Mountain Comprehensive Care Center to offer the It's My Space Program beginning January 2022.

Applicable State or Regulations:

The signing of a MOA must receive Board approval.

Fiscal/Budgetary Impact:

There is no Fiscal or budgetary impact

History/Background:

SFES seeks this program to provide opportunities for 6th grade students through their SEL classes.

Recommended Action:

Approve the request.

Contact Person(s):

Brook Moore, Principal
Susan Damron, Counselor
Karen Hall, FRYSC

Brook Moore
Principal

Rachel Wheeler
Director

Anna Shepherd
Superintendent

Date:

11/30/21

**MEMORANDUM OF AGREEMENT
BY and BETWEEN
SOUTH FLOYD MIDDLE SCHOOL
299 MT. RAIDER DR., HI HAT, KY**

**And
HEALING PROGRAM/MOUNTAIN COMPREHENSIVE CARE CENTER
242 WEST COURT ST, PRESTONSBURG, KY**

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 *South Floyd 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 It's My Space 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. *South Floyd Middle School* is the middle school located at *299 Mt. Raider Dr., Hi Hat, KY* and has chosen to receive prevention education provided by *Mountain Comprehensive Care Center/ The Healing Program* beginning in the *Spring Semester of 2022*.
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 It's My Space. It's My Space 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 January 2022 through the end of the school year.

***Mountain Comprehensive Care Center/Healing Program* shall:**

- a. Implement the It's My Space program facilitated by a trained educator designated by the Center.
- b. Facilitate evaluation of It's My Space in coordination with the Kentucky Association of Sexual Assault Programs, Inc.

- c. Keep the school officials at *South Floyd Middle School* informed of scheduling, curricula, surveying, data, program outcomes and any other activities conducted at the school related to It's My Space.
 - d. Keep confidential the evaluation data specific to *South Floyd 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 *South Floyd 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 It's My Space 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 *South Floyd 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 6th grade students in the school participate in the It's My Space program.
 - ii. Allowing classroom time for four one-hour 6th grade lessons each academic year.
 - a. Teachers should remain in the classroom during It's My Space 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 It's My Space 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 *South Floyd Middle School* to resolve any problems and/or develop any improvements in the provision of education programming to students and personnel at *South Floyd Middle School*.

- b. 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.
- c. Neither party is an agent, employee or servant of the other.
- d. This Memorandum of Agreement shall be governed by, construed and applied in accordance with the laws of the Commonwealth of Kentucky.
- e. The parties will sign a Business Agreement in accordance with federal HIPAA regulations.

AGREED TO BY:

MOUNTAIN COMPREHENSIVE CARE CENTER/HEALING PROGRAM

Tina Petry, It's My Space Educator/Outreach Coordinator

_____ (date)

South Floyd Middle School /Principal/Guidance Counselor/FRYSC

_____ (date)

_____ (date)

_____ (date)