MEMORANDUM OF AGREEMENT BETWEEN

BULLITT CO BOARD OF EDUCATION

AND

THE UNIVERSITY OF LOUISVILLE KENT SCHOOL OF SOCIAL WORK

AND FAMILY SCIENCE

The Bullitt County Board of Education (BOE) (“BOE”) and The University of Louisville (UofL) Kent School of Social Work and Family Science (“Kent School”) enter into this Memorandum of Agreement to increase the number of school social workers providing school-based mental health services in the Bullitt County Public Schools by placing graduate students into high-need Bullitt County Public Schools (BCPS) to provide supervised professional services as part of completing required field work to obtain their degree and credentials as a school-based mental health services provider. The Board of Education and UofL agree to the following:

The appropriate programmatic and administrative personnel of each institution involved in this grant application are prepared to establish the necessary inter-institutional agreement(s) consistent with Department of Education guidelines.

THIS MEMOMRANDUM OF UNDERSTANDING by and between the UofL and BOE is entered into this 31st day of May 2024.

NOW, THEREFORE,

1. This Memorandum of Understanding shall be in effect upon award of the grant to the UofL with an initial term of one (1) year. At the end of the initial term, this agreement shall automatically renew for additional one (1 )-year terms, up to a total of five ( 5) one ( 1 )-year terms, expiring at the end of the grant cycle, if awarded, unless earlier terminated by the parties as provided in this agreement. Either party may terminate this Agreement with thirty days written notice to the other party.

**2.** Establish the School Social Work Mental Health Training Collaborative (“Collaborative”) consisting of Bullitt County Public Schools (BCPS) and Kent School leadership working together to place graduate social work students into high-need BCPS. UofL shall provide the BOE Master's-level social work students who receive necessary instruction and supervision from faculty at the University of Louisville Kent School of Social Work and Family Science (“Interns”). Students in the school social work concentration will submit a letter detailing their knowledge, skills, strengths and challenges in working with marginalized and vulnerable populations, future goals, and commitment to a career in school social work. The Collaborative will review this information via an interview with each student to ensure the best possible school placement fit and match.

**3.** Interns will provide school social work services including therapy services, mental health promotion, psycho-education services, classroom behavioral assessments, and family consultation to enhance student education experience by 1) assisting students in building skills to improve negative attitudes, behaviors, or inadequate social functioning related to learning, 2) promoting optimal levels of interpersonal skills for students, and 3) Engaging parents/guardians in the progress of their students. Interns will:

* 1. Provide mental and/or behavioral health therapy services (individual or group) designed to promote skill development as described above.
  2. Provide psycho-educational services to include specific activities related to the reason for referral and measurable outcomes.
  3. Provide psycho-educational services to address the following issues, among others; drug and alcohol awareness, managing anger, development of self-esteem, social skills development, etc.
  4. Collaborate with teachers, counselors, and any other identified parties to address the following issues, among others: behavior intervention/classroom management, mental distress and illness in children and how it relates to the classroom, child development, post-secondary trauma, suicide risk, etc.
  5. Provide consultation, upon request, to teachers, counselors, and any other identified parties to address the following issues within a school environment, among others: classroom behavior, classroom observations, program planning, and development. UL staff shall communicate regularly with the school-level staff regarding student progress and caseload information.
  6. Document all services it provides under this MOA including the date of service, the type of services, group/individual characteristics of students served, and recommendations pertinent to the services it has provided. If applicable, UofL shall submit this documentation, subject to its confidentiality policies and procedures executed as part of this agreement by the Health Insurance Portability and Accountability Act (HIPPA) of 1996.
  7. Schedule services it provides to avoid any conflict with BOE holidays and/or programming/activities.
  8. Notify the school guidance counselor if they will not be at the school, not in attendance on the scheduled session preferably 24 hours before the scheduled day.

**3.** If a Intern cannot provide services under this Agreement, UofL shall provide a mutually agreed upon plan to recover services.

**4.** UofL shall document and provide all data as requested by the BOE for project monitoring for optimal student success. This includes the number of students receiving services, both school-based and outside therapeutic services, the number of referrals received by UofL , as well as student treatment plans, as requested.

**5.** UofL will provide all supervision and program coordination to the grant requirements.

**6.** For purposes of this Agreement, the following definitions shall apply:

a. Clients, all students receiving services have specific behavioral, measurable treatment goals that

are developed with input from the client, parent, teachers, or other appropriate

parties. Therapy services shall include:

* + 1. Individual Therapy-One client was seen for a session.
    2. Family Therapy-Client presents with one or more family members or caregivers seen without the client present when indicated by diagnosis and treatment plan for the session.
    3. Group Therapy-Two or more clients are seen for a session.
    4. Psychoeducation Services-Prevention oriented services provided in groups that are informational and educational.

b. Enrollment is open, with a determined number of clients on an intern’s caseload.

c. Consultation: activities that include but are not limited to **i)** suggestions for teachers/school counselors/other identified parties, on client and classroom behavior, **ii**) classroom observations, and **iii**) input on program planning and development.

**7.** UofL shall comply with all applicable policies of the Board of Education, FRYSC, and individual schools, copies of which the Board of Education will provide. Additionally, UofL will comply with the legislative mandates of Senate Bill 150 regarding mental health services to students.

**8.** Upon request, UofL shall provide the Board of Education with a copy of its certificate of professional and general liability coverage insurance describing professional and general liability coverage for students and faculty of UofL with limits of liability coverage not less than $1,000,000 per occurrence, and which meets the requirements of any applicable state law.

**10.** BBOE will:

**a.** provide the UofL interns appropriate district orientation training regarding becoming

familiar with the District's multi-tiered system of supports, cultural and behavioral approaches to managing students with problem behaviors, approaches to managing students with problem behaviors, fostering a positive school culture, include information concerning any legal requirements imposed on students as part of their placement, and BOE policies and regulations will be explained to the students at the orientation session and all applicable BOE policies and regulations will be provided to the students in writing.

**b.** provide practical learning and social work experiences to Interns assigned to BOE which

includes providing appropriate facilities and settings for the Interns’ learning experiences.

**c.** retain responsibility for patients and/or clients of BOE and will maintain administrative supervision of Interns insofar as the Interns’ presence affects program operations and/or the direct or indirect provision of services to patients and/or clients of BOE.

**d.** provide written evaluation(s) of Interns as requested by the UofL . Verbal feedback to the UofL may be appropriate at times.

**e.** inform UofL , through the Practicum Education Coordinator, of any new procedures and/or policies or any changes in procedures and/or policies which may affect the experiences described hereunder.

**f.** supports the participation in the learning and work experiences at the BOE which is considered an integral part of the Interns’ formal education, and UofL credit is earned through the experience.

**g.** require all Interns participating in this program comply with the applicable rules and regulations of BOE. Violation of any such applicable rules and regulations may result in immediate suspension and possible termination and withdrawal of the Intern from the social work practicum at BOE. Upon the suspension of any Intern, BOE agrees to immediately notify the UofL in writing of the circumstances of the suspension. While every reasonable effort will be made by BOE to mutually agree with UofL concerning the termination of any Intern from the placement at BOE, BOE has the right to make the final decision when BOE and UofL cannot reach mutual agreement.

**h.** coordinate meetings at the school level with each Intern to ensure effective communication between UofL and BOE staff.

**i.** provide UofL with copies of all policies with which UofL is required to comply.

**j.** provides UofL Interns with access to all relevant data necessary for UofL interns to provide therapy services, psycho-educational services, and consultation under this Agreement.

**k.** provides UofL Interns and faculty with adequate confidential workspace.

**l.** hold UofL and its agents and employees harmless from and indemnify them against any claims, demands, actions, or judgments resulting from the actions of the Board of Education or its agents or employees under this Agreement.

**m.** not be required to provide monetary compensation to UofL or the Intern during the social work practicum for any activities performed by the student intern.

**11.** The parties agree that any Intern injured on BOE's premises while providing services as set out in this Agreement will be assessed and provided with emergency care as appropriate through BOE's available resources. The parties agree that Interns are not afforded legal protection under BOE's worker's compensation or health insurance policy and that any expenses for emergency examination or treatment to a student shall not be borne by BOE or UofL. BOE is entitled to request proof of health insurance in writing from any Intern. BOE is also entitled to request in writing from any Intern proof of any vaccinations/inoculations required by BOE, which may include, but shall not be limited to, tuberculosis, rubeola, and rubella.

**12.** The parties agree that the Agreement does not confer employment of the Interns by BOE and therefore, Interns are not entitled to any BOE employee benefits, including, but not limited to, Social Security, employment compensation, or worker's compensation.

**13.** UofL and the Board of Education will meet regularly to discuss this Agreement, and the Interns providing services, and oversee the functioning of this Agreement to reasonably ensure quality to consumers.

**14.** BOE agrees to provide Interns of UofL with an opportunity to obtain practical learning and social work experiences in its facility, and UofL agrees to assign students to BOE to obtain such learning and experiences on the terms and conditions hereinafter described.

**15.** Placement of students will be jointly agreed upon by BOE and the UofL after consultation with and consideration of the Interns' needs and qualifications.

**16.** The number of Interns assigned to, and accepted by BOE at any given time shall be agreed upon by representatives of both the UofL and BOE.

**17.** Representatives of BOE and UofL shall reasonably cooperate in developing the methods of instruction, objectives, and other details of the practicum experience.

**18.** Interns shall comply with all applicable BOE policies, regulations, and procedures. If problems arise, Interns acknowledge that the Practicum Education Coordinator of the UofL Kent School shall be notified and representatives from the UofL and BOE shall mutually handle such problems.

**19.** Interns will be responsible for providing their own transportation and living arrangements (if applicable) during the social work practicum.

**20.** The UofL shall assign an appropriately qualified faculty member who shall coordinate student social work experiences and assist in monitoring the quality of care provided by Interns.

**21.** If requested, UofL prior to assigning Interns to BOE, shall submit a copy of the

curriculum and course content to BOE for review.

**22.** The UofL shall advise BOE of any change in the accreditation status of the UofL.

**23.** Any use by BOE of any UofL marks, logos, or trademarks must be approved in writing by the University's Office of Communications and Marketing prior to use, and such use shall immediately cease upon expiration or termination of the Agreement.

**26.** BOE shall not furnish nor assume responsibility for insurance of any type, including liability, accident, sickness, or health for any student or faculty member of the UofL .

**28.** Interns and faculty shall maintain confidentiality regarding all patient/staff information gained during practicum experience, in accordance with applicable state and federal laws and applicable BOE policies.

**29.** UofL and BOE acknowledge that if BOE is a covered entity as defined in the privacy regulations promulgated pursuant to the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), to the extent that Intern or UofL personnel have access to protected health information ("PHI"), as such is defined under HIPAA, due to their participation in Intern’s 's assignment at BOE, it is agreed that for HIPAA purposes only such Intern and UofL personnel are deemed to be part of BOE’s "workforce" and involved in BOE’s "healthcare operation", as such terms are defined under HIPAA. Student and University personnel shall be subject to the applicable BOE’s policies and procedures governing the use and disclosure of PHI. UofL will provide in-service training to Student on HIPAA as needed.

30. The parties further agree that the affiliation established by this agreement does not constitute a business associate relationship under HIPAA. Notwithstanding the foregoing, nothing herein shall create or be construed as creating an employer-employee relationship between BOE and Student or between the BOE and the University personnel.

**31.** BOE reserves the right to review any material intended for publication by UofL faculty or affiliates if such material makes any direct reference to personnel, patients/clients, or operations of BOE.

**32.** If the performance of this Agreement involves the transfer by COE to UofL of any data regarding any student that is subject to the Family Educational Rights and Privacy Act of 1974, 20 U.S.C. 1232g as amended, ("FERPA"), UOFL agrees to:

* 1. In all respects comply with the provisions of FERPA, including any other applicable state or federal law.
  2. Use any such data for no purpose other than to fulfill the purposes of this Agreement, and not share any such data with any person or entity other than UofL and its employees, contractors, volunteers, and agents, without the prior approval of BOE. Disclosure shall be limited to only those employees, contractors, volunteers, or agents who are necessary for the fulfillment of this Agreement.
  3. Require all employees, contractors, volunteers, and agents of UofL to comply with all applicable provisions of FERPA with respect to any such data. UofL shall require and maintain confidentiality agreements or otherwise require professional obligations of confidentiality with each employee, contractor, volunteer or agent with access to data pursuant to this Agreement.
  4. Maintain any such data in a secure environment, whether physical or electronic, and not copy, reproduce, or transmit any such data expect as necessary to fulfill the purposes of this Agreement. UofL shall notify JCPS within 72-hours in the event of any data breach or disclosure of data to any person or entity other than the parties listed in section ii of this provision.
  5. Collect, store, and maintain data in a manner that does not permit the identification of an individual student by anyone other than employees, contractors, or agents of UofL necessary for the fulfillment of this Agreement and having a legitimate interest related to the purposes of this Agreement in knowing such personal identification, and not disclose any such data in a manner that would pe1mit the identification of an individual student in any fo1m, including, but not limited to, published results of studies.
  6. Destroy or return to BOE any such data obtained under this Agreement within thirty days (30) after the date by which it is no longer needed by UofL for the purposes of this Agreement. UofL will require all employees, contractors, volunteers, or agents of any kind to comply with this provision.

**35.** Either party may terminate this agreement without cause at any time during a term by giving thirty (30) days prior written notice; provided that Interns assigned to BOE shall be given an opportunity to complete their affiliation, if reasonably practicable.

**36.** If either party becomes aware of a legal claim or threatened claim involving the other party in connection with the Program, the party with knowledge of the claim or threatened claim shall inform the other party in writing within ten (I 0) days of receiving knowledge of the claim or threatened claim.

**37.** No individual will be discriminated against on the basis of race, sex, gender, age, creed, national origin, disability, sexual orientation, marital status, pregnancy, veteran status, or any other status protected by applicable law.

**38.** This Agreement shall be governed and enforced in accordance with the laws of the Commonwealth of Kentucky.

**39.** Individuals executing this agreement on behalf of the parties represent that they have been appropriate authority to do so.

**40.** Any amendment to this agreement must be in writing and executed by both parties hereto.

All notices given pursuant to this Agreement shall be in writing and delivered or sent to:

University of Louisville Research Foundation, Inc.

300 East Market Street, Suite 300, Louisville, KY 40202

Attn: OSPA, Director

With copy to: b.k.sar@louisville.edu

Bullitt County Public Schools

1040 Hwy 44 E

Shepherdsville, KY 40165

In WITNESS WHEREOF the parties have executed this agreement as of the dates below, but this agreement shall be effective as of the date first set forth above.

University of Louisville Research Foundation, Inc. Bullitt County

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Brennan Cox Jesse Bacon, Ed.D

Asst. Director, OSPA Superintendent

Bullitt County Public Schools

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

Principal Investigator: While not a party to this Agreement, the investigator has read, understands, and agrees to abide by its terms and conditions applicable to the investigator.

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Signature

Name:

Date: