



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

Duff-Allen Central Elementary is requesting approval of Mountain Comprehensive Care Center to provide services to students through the "It's My Space" program throughout the 2024-2025 school year.

Applicable State or Regulations:

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

Fiscal/Budgetary Impact:

There is no fiscal and/or budgetary impact.

History/Background:

DACE seeks this additional program to provide opportunities for all students through enrichment classes for social/emotional well-being.

Recommended Action:

Approve the request of Mountain Comprehensive Care Center providing "It's My Space" program for the 2024-2025 school year.

Contact Person(s):

Nikki Gearheart, Principal
Amanda Kidd, Counselor

Nikki Gearheart Rachel Wheeler Anna W. Shepherd
Principal Director Superintendent

Date: 6/5/2024

**MEMORANDUM OF AGREEMENT
BY and BETWEEN**

**DUFF-ALLEN CENTRAL ELEMENTARY SCHOOL
183 REBEL LN, EASTERN, KY 41622**

And

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

- A. This is a Memorandum of Agreement on the part of *Mountain Comprehensive Care Center/Healing Program* (hereafter referred to as "Center") the designated regional rape crisis center for the *Big Sandy Region*, and *South Floyd Middle School* (hereafter referred to as "School"). The Center and the School shall jointly be referred hereafter 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. The Center is the regional rape 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. The School has chosen to receive prevention education provided by the Center beginning in the *Fall Semester of 2024*.
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: Boundaries, Relationships, and Respect.
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 *Fall Semester of 2024* through *Spring Semester of 2025*.

The Center 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 the 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 the 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 stakeholders.

The School shall:

- a. Allow staff from the Center 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 the Center of any other prevention programming implemented at the 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, 7th, and 8th grade students in the school participate in the It's My Space program.
 - ii. Allowing classroom time for four one-hour 6th, 7th, and 8th grade lessons each academic year.
 - a. Teachers should remain in the classroom during It's My Space lessons to assist with behavior management.
 - iii. Providing the prevention educator from the Center with addresses of all students participating in It's My Space for the purpose of mailing parent/guardian evaluation consent letters. 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 the Center and the School to resolve any problems and/or develop any improvements in the provision of education programming to students and personnel at the 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

Tina Petry

May 30, 2024 (date)

Duff-Allen Central Elementary School Principal/Assistant Principal/Guidance Counselor

Nikki Gearheart

6/5/24 (date)

Breanne Blewins

6/5/24 (date)

Amanda Kiel

6/5/24 (date)