



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

**Action/Discussion Item:** Consider/Approve the Memorandum of Agreement between the Floyd County Board of Education and Marshall University.

**Applicable Statutes or Regulations:** BOE Policy 01.11 Powers and Duties of the Local Board of Education.

**Fiscal Budgetary Impact:** None

**Background and major Policy Implications:** Marshall University has requested placement of a student from their School Psychology program to have off-campus educational experiences under the mentorship of a school psychologist employed within our district. The goal is to provide opportunity for the student to apply learning and theory to real-life experience in a school setting.

**Recommended Action:** To approve the partnership agreement with Marshall University.

**Contact Person:** Angela Duncan, 606.886.5525

N/A  
Principal

Angela Duncan  
Director

Larry B. Hammond  
Superintendent

**Date:** November 25, 2024

**MEMORANDUM OF AGREEMENT  
BETWEEN  
MARSHALL UNIVERSITY AND  
FLOYD COUNTY SCHOOLS**

This Memorandum of Agreement ("Agreement") is effective this December of 2024, by and between Marshall University on behalf of its College of Education and Professional Development, a postsecondary education institution ("College"), and Board of Education of Floyd County, Kentucky.

**PURPOSE**

College desires that students enrolled in College's School Psychology Program ("Program") have certain off-campus educational experiences, including a requirement that each student in the Program work in an adoptive school under the mentorship of a school psychologist employed by the adoptive school in order to apply learning and theory to a "real life" experience in a school setting ("Placement"), and District desires to cooperate with College by allowing a student in the program ("Student") to participate in a Placement with District, upon the conditions set forth in this Agreement.

**A. TERM AND TERMINATION**

1. This Agreement shall be effective from the date of its execution through the end of the then-current fiscal year (June 30). At the end of this initial term, the Agreement may be renewed for additional one (1)-year terms upon agreement of College and District.
2. Either party may terminate this Agreement, with or without cause, at any time during any term by giving sixty (60) days' prior written notice to the other party, provided that any Student participating in a Placement with District shall be given an opportunity to complete their Placement, if reasonably practical, such completion not to exceed six (6) months.

**B. COLLEGE AND STUDENT RESPONSIBILITIES**

1. College and Student shall become familiar with the District and its policies prior to beginning any Student Placement.
2. College and Student shall be responsible for planning Student Placement in consultation with appropriate District representatives.
3. College shall be responsible for supervising and/or coordinating each Student Placement to facilitate an optimum experience for all involved; final evaluation of Student performance is ultimately the responsibility of the instructor of record.
4. College shall assist with the orientation of District personnel to the aims, objectives, and educational methods of the Program(s).
5. College shall ensure that each Student participating in a Placement is covered by professional liability insurance provided by College with minimum limits of \$1,000,000 per occurrence and \$3,000,000 aggregate while assigned to a Placement with District.

6. College, if required by the District or College policy, shall require Students to have all vaccinations, medical exams, background checks, or other required screenings or evaluations.
7. College shall provide Student orientation to, and require compliance with, standards of conduct and dress codes and standards set by the District.
8. College, at the written request of District, shall remove any Student from a Placement for violation of the District's policies, standards, or procedures, when such violations present a danger to clients, staff, visitors, or the premises or are disruptive to District operations. Upon request of College, District will provide a detailed explanation for the decision to remove a Student from the District site and will make reasonable efforts to cooperate in any internal College disciplinary process related to the Student's removal.
9. College and Student shall assure that personally identifiable information, including protected health information and educational records, on any student in the District is maintained in a manner consistent with confidentiality laws and regulations.
10. District acknowledges and agrees that the students' education records and any personally identifiable information from such education records (collectively "Student Information") created by District and/or provided by College to District is subject to the confidentiality provisions of the federal Family Educational Rights and Privacy Act, 20 USC 1232g, ("FERPA") and its implementing regulations (34 C.F.R. Part 99). Accordingly, District agrees not to disclose or re-disclose any Student Information to any other party without the prior written consent of College and the student(s) to whom the Student Information pertains unless the disclosure or re-disclosure falls under a FERPA exception allowing disclosure without the student(s)' consent. District also agrees to only use Student Information for the purpose(s) for which the Student Information was disclosed. For the purposes of this Agreement, pursuant to FERPA, Educational Institution hereby designates District as an Educational Institution official with a legitimate educational interest in the educational records of the Student(s) who participate in the Program to the extent that access to the records is required by District to carry out the Program. If District receives a court order, subpoena, or similar request for Student Information, District shall, to the extent permitted by law, notify College within two (2) business days of its receipt thereof, and reasonably cooperate with College in meeting College's and/or District's FERPA obligations in complying with or responding to such request, subpoena, and/or court order.
11. College shall plan with District representatives to evaluate the Program/Placement as needed.

### **C. DISTRICT RESPONSIBILITIES**

1. District shall serve as a laboratory for Placement of Student under mentorship of a District school psychologist.
2. District shall cooperate with College in selection of a school psychologist who is willing to volunteer his/her time to serve as a mentor for Student.
3. District shall retain full and complete responsibility for the care of its own students and staff.
4. District shall provide reasonable assistance if Student requires emergency care on site. However, each Student shall be responsible for any cost incurred unless and until another party is found to be responsible.

5. District shall have no obligation to pay any Student any compensation for participation in any Placement. The Placement program is voluntary for each Student and, to the extent that any compensation is due to a Student, it shall not be the responsibility of the District.
6. District shall plan with College representatives to evaluate the Program/Placement as needed.

#### **D. GENERAL PROVISIONS**

1. No individual will be discriminated against on the basis of gender, race, color, religion (or lack thereof), national origin, age, disability, marital status, sexual orientation, gender identity, genetic information, pregnancy, veteran or social status, social origin, indigenous status, or any other characteristic, trait, or identification protected by law.
2. Each Placement shall be scheduled in accordance with the College curriculum and the District's standard operating procedures.
3. Students in Placements and faculty of the College are not employees or agents of the District, and as such, they shall not be entitled to wages, workers' compensation, medical or liability insurance, or any other employee benefits from District for activities related to any Placement. Nothing in this Agreement or in any Placement is intended, nor shall be construed, to create an employer-employee relationship, joint venture relationship, or partnership between District and any Student in a Placement.
4. This written Agreement constitutes the complete agreement between the parties and supersedes all prior agreements between the parties relating to services to be provided by Provider. There are no other understandings or agreements between the parties except as set forth in this Agreement. Any amendment to this Agreement must be in writing and executed by both parties hereto.

In testimony whereof, witness the duly authorized signatures of the Parties hereto:

(District Name)  
**Floyd County Schools**

(College Name)  
**Marshall University Graduate College**

\_\_\_\_\_  
*Printed Name*

\_\_\_\_\_  
*Printed Name*

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*Signature/Title*

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*Signature/Title*

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*Date*

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*Date*