



FLOYD COUNTY BOARD OF EDUCATION
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Prestonsburg, Kentucky 41653
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Sherry Robinson- Chair - District 5
William Newsome, Jr., Vice-Chair - District 3
Linda C. Gearheart, Member - District 1
Dr. Chandra Varia, Member- District 2
Rhonda Meade, Member - District 4

Action/Discussion Item: Memorandum of Understanding between Carl D. Job Corp Center and the Floyd County Schools.

Applicable Statutes or Regulations: KRS 162.90 Powers and Duties of the Local Board of Education.

Background and major Policy Implications: This agreement will allow eligible Floyd County Seniors to participate in career training that leads to industry certification.

Fiscal Budgetary Impact: Costs associated with transportation

Alternatives: None proposed.

Recommended Action: To accept the Memorandum of Understanding with Carl D. Perkins Job Corp Center.

Contact Person: Angela Duncan, Director of HR

Date: August 13, 2019


Superintendent


Director

Carl D. Perkins Job Corps Center

478 Meadows Branch

Prestonsburg, KY 41653



MEMORANDUM OF UNDERSTANDING

with

Floyd County Board of Education

106 North Front Street

Prestonsburg, KY 41653

COOPERATIVE AGREEMENT

Between

Floyd County Board of Education and Carl D. Perkins Job Corps Center

This agreement is made between the Carl D. Perkins Job Corps Center, hereinafter referred to as the "Center" and the Floyd County Board of Education, hereinafter referred to as the "District".

Recitations:

1. The Center is a Job Corps Center established in Prestonsburg, Kentucky under the Subtitle C of the Workforce Investment Act of 1998;
2. The District is the Floyd County Public School District located in Prestonsburg, Kentucky and serving students in Floyd County;
3. The Center is established and maintained as a residential facility wherein economically disadvantaged young men and women Participate in intensive programs of education, career technical training, work experience, counseling and other activities so that they might Become more responsible, employable, and productive citizens;
4. The District operates and maintains a public education program which includes a full range of educational services to high school age youth who are residents of the District;
5. Many of the young men and women enrolled in the Center's program have qualified or are expected to qualify under Kentucky law as residents of the District;
6. The Center will allow students from the various Floyd County High Schools, (who are eligible for services), to enroll at the Center to receive instruction in career technical courses.

Now, therefore in consideration of the premises, the parties agree as follows:

7. School Calendar - By July 1st of each year, the parties will develop a mutually acceptable calendar of school days for the next ensuing academic year which will provide for the operation of the school program at least 177 days per year. In addition, the Center will provide an extended school services program, which includes but is not limited to, MyPACE (Pathway to Achieving Career Excellence), TABE (Test for Adult Basic Education) and job placement services that exceed state requirements. An instructional day will be defined as three hours of instruction.
8. Co-enrollment Students - Co-enrollment students at the Center shall:
 - a.) Be students of the Floyd County Board of Education who qualify for admission to Job Corps.
 - b.) Attend Career Technical Training classes from 12:30-3:30 daily.
 - c.) Be subject to all rules and regulations of the Center while enrolled; likewise they will be eligible for all Center benefits.
 - d.) Be responsible to sign-in daily, attend assigned classes, and be regular in attendance.
 - e.) Be responsible to notify their counselor or principal if they are to be absent and to provide a doctor's excuse when required.
 - f.) Be off if school is not in session either because of the predetermined school schedule, or because of inclement weather. These days will be considered nontraditional instruction (NTI) days. The NTI program allows school districts to create plans to deliver instruction to students and provide for student and teacher interaction on NTI days with the ultimate goal of continuing instruction.
 - g.) Be counted present for duty off center if required to be away on a school sponsored field trip.

- h.) Be granted permission to take part in off-Center field trips, provided prior Board approval has been obtained. Students shall be counted present in school in these situations.
- i.) Students must have an academic status of a high school senior to participate. Those career technical training programs that require students to be 18 years old will be open only to students meeting the age requirement, or at the discretion of Center management.
- j.) Allow eligible District students enrollment in the Center programs. The Center will agree to hold a minimum of twenty (20) non-residential training slots at the beginning of each school year for co-enrolled District students. Additional training slots may be used for District students provided it is requested, space is available, and both parties agree.
- k.) Ensure that all District students receive the full range of services that are offered to all Job Corps students, including: career and personal face-to-face counseling, Career Preparation Program (CPP), a Personal Career Development Plan, Career Transition Services (CTS) and related job placement services, health and wellness services, and regularly scheduled Evaluation of Student Progress (ESP) meetings.
- l.) Provide that all career technical training program facilities meet OSHA requirements.
- m.) Students may participate in all/any meaningful learning or enrichment opportunities during the Center non-training times (evenings and weekends).
- n.) The District will provide all required transportation for co-enrolled high school students who enroll at the Center. The principals will monitor the high school students and work with high school counselors on graduation requirements. These students will adhere to the Center policies and procedures while enrolled at the Center.
- o.) Reasonable accommodations will be made for students with disabilities, as required and appropriate.
- p.) The Center shall provide on-center course opportunities in the trades of: Carpentry, Facility Maintenance, Electrical, Office Administration, Culinary Arts, and Security & Protective Services.

9. Carl D. Perkins Job Corps Center (Responsibilities). The Center will:

- a.) Assist and consult with the District in its planning, development, operations and evaluation of academic programs.
- b.) Supply detailed educational and other records as may be required for the operation of public schools by the state or federal law.
- c.) Provide TABE reading and mathematics achievement testing for assisting in the placement of students using the TABE Diagnostics Report.
- d.) Provide the District with quarterly progress reports related to the co-enrolled student's achievement in career technical classes.
- e.) Provide the District with a reporting of membership and daily attendance as well as other demographic information on enrolled students.
- f.) The Center will exercise its supervisory authority over students to foster and support implementation of applicable District policies & procedures.
- g.) Provide students with full Career Transition Services (CTS), including on-center CTS classes prior to graduation, as well as CTS services after graduation.
- h.) Provide reasonable accommodations for students with disabilities, as required and appropriate.

10. Floyd County Board of Education (Responsibilities). The District will:

- a.) Provide all academic instruction at their facilities in Floyd County. The District will provide academic instruction to assist the students with achieving their high school diploma. The District will also assist the students with achieving literacy and numeracy outcomes of 12.9 GLE on the TABE test.
- b.) Assist in designing an Individual Learning Plan (ILP) for each student and maintain & record progress on each ILP.
- c.) Exercise authority over and maintain supervisory and management control of any programs designed that may result in a diploma being issued by the District.
- d.) The District will appoint a point of contact at each of the District's high schools to supervise their students who are participants in the Center's co-enrollment program.
- e.) Cooperate with the Center in screening applicants for enrollment in the co enrollment program regarding eligibility and compliance with Center guidelines.
- f.) Inform school districts within Kentucky of the opportunity for students to take advantage of the program and services offered by this agreement.
- g.) Diplomas issued to students shall be consistent with standard diplomas that are issued by the Floyd County Board of Education.
- g.) The District will assist the Center by ensuring that all students are aware and committed to the graduations requirements of the Job Corps program. Listed below are the requirements and the estimated times to complete:
 - Career Preparation Program – Students will participate in the CPP Program to assist students in making accurate career choices, updating resumes and preparing for Career Technical Skills Training.
 - TABE Testing Requirements - Upon entry, students will be administered Testing Adult Basic Education Tests. If students do not score a 12.9 GLE, the District will place emphasis on the academic portion of the assessment that the student needs to improve on. The Center will provide the District with a TABE diagnostic report identifying the areas of improvement needed. The Center will provide follow up testing within 90 days of the initial test. The District will continue to provide TABE instruction until the students achieve a 12.9 GLE.
 - High School Diploma Obtainment – Students will be encouraged to obtain their High School Diploma's on schedule at the completion of their senior year.
 - Career Technical Skills Training – Students will complete their Career Technical Skills Training no later than the completion of their senior year. If a student fails to meet this requirement, the student will remain enrolled in the Job Corps program on a full time basis until such time they complete their Career Technical Skills Training.

11. Termination/Amendments: This agreement shall remain in effect from the implementation date through June 30th of the first year and from July 1st through June 30th of each succeeding year as follows:

- a.) At the option of either party by written notice given to the other party at least 60 days prior to the date of termination. However, any unexpired term will be completed prior to Center contract termination initiated by the U.S. Department of Labor.
- b.) This Cooperative Agreement may be supplemented, amended, or modified by written agreement of the parties hereto.

Dated as of this the 26 day of Aug 2019.

Carl D. Perkins Job Corps Center.

Floyd County Board of Education

Center Director

Superintendent of Schools



CERTIFICATE OF LIABILITY INSURANCE

INSIG20

OP ID: YM

DATE (MM/DD/YYYY)

09/20/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER RPS Bollinger Sports & Leisure PO Box 390 Short Hills, NJ 07078 Peter Small		CONTACT NAME: Maryann Mueller PHONE (A/C, No, Ext): 845-794-3113 E-MAIL ADDRESS: maryann_mueller@rpsins.com FAX (A/C, No): 973-921-8474		
INSURED Insights Training Group, LLC PO Box 289 310 Main Street Benton, PA 17814		INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A: Philadelphia Indemnity Ins Co		18058
		INSURER B:		
		INSURER C:		
		INSURER D:		
		INSURER E:		
INSURER F:				

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDC SUBR INSP WYD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER		PHPK1882739	10/01/2018	10/01/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000 Emp Ben. \$ 1,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		PHPK1882739	10/01/2018	10/01/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		PHUB647747	10/01/2018	10/01/2019	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N <input type="checkbox"/> N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E L. EACH ACCIDENT \$ E L. DISEASE - EA EMPLOYEE \$ E L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Evidence of Insurance only.

CERTIFICATE HOLDER**CANCELLATION**

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U.S. Department of Labor
Employment and Training
Administration
200 Constitution Ave, NW
Washington, DC 20210

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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