

FLOYD COUNTY BOARD OF EDUCATION Anna Whitaker Shepherd, Superintendent 442 KY RT 550 Eastern, KY 41622 Telephone (606) 886-2354 Fax (606) 886-4550 www.floyd.kyschools.us

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

<u>Consent Agenda Item (Action Item):</u> Consider/Approve MOA between the Floyd County Fiscal Court and the Floyd County Board of Education

<u>Applicable State or Regulations</u>: KRS 160.290 General Powers and duties of the Local Board of Education.

Fiscal/Budgetary Impact: N/A

<u>History/Background</u> The MOA was approved at the January regular called meeting. However, there was a change requested by the FCFC regarding insurance. Our insurance carrier and board attorney have both worked with us to make the requested change. (highlighted on MOA)

erlaac

Recommended Action: Approve the agreement as presented.

Contact Person(s): Denise Isaac

Date: February 9, 2023



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High School Internship/CoOp/Job Shadowing Agreement & Learning Plan MOA between Floyd County Schools and Floyd County Fiscal Court

This MEMORANDUM OF AGREEMENT outlines the responsibilities of those involved in the Floyd County Schools Internship/CoOp/Job Shadowing program, including the school, student, parent/guardian, and Internship/CoOp/Job Shadowing site. This document aims to foster a mutual understanding, shared responsibility, and a commitment to working together for program success.

Floyd County Schools Internship/CoOp/Job Shadowing program has two primary goals: (1) to promote career exploration by facilitating hands-on experiences in fields of interest identified by student participants; and (2) to help local businesses and companies with recruitment efforts to identify, train and retain local talent, specific graduates of Floyd County Schools

This agreement only sets out the general duties and responsibilities of the parties involved and is subject to termination or amendment at any time.

Floyd County Public Schools provide equal opportunities regardless of race, color, national origin, gender, age, religion, veteran status, or disability in its educational programs, services, activities, and employment.

The student and or parent/guardian agree:

- To adhere to all the expectations outlined in the Floyd County Public Schools student handbook at school and at the internship site, as well as to follow all rules established by the Internship/Co-Op/Job Shadowing partner.
- 2. To provide their own transportation to and from the internship site, if necessary and approved by a district administration.
- 3. To assume all responsibility, accountability, and liability for any and all acts arising from the student's participation in the internship program, including - but not limited to the operation of a motor vehicle to and from the internship site. Must provide proof of automobile insurance to the district administrator.
- 4. The student intern will receive no wages for the time at the internship site unless it is noted otherwise.
- The student intern may not be protected by workers' compensation insurance for any
 injury or illness incurred because of his/her onsite training. The district does maintain a
 supplemental Work Based Learning Policy. However, students must provide current health
 insurance.
- 6. To abide by the assigned internship site weekly schedule (day/hours), except by mutual agreement of all parties.

- 7. Businesses may offer additional hours of employment to the student beyond the Internship/co-op/Job Shadowing hours. This arrangement, however, cannot interfere with the student's ability to complete graduation requirements.
- 8. All unpaid Internship/CoOp/Job Shadowing will follow the school calendar. Attendance on non-school days may be required if the internship/co-op/Job shadowing is paid or is combined with additional work hours.
- 9. Report to the internship site only on days when they are present at school. Absences from school will require the students to work with the internship/Coop/Job Shadowing site and Floyd County Schools Internship coordinator to modify the internship/co-op/Job Shadowing hours accordingly.
- 10. To arrive on time daily for both school and the internship/co-op/Job Shadowing assignment. If late or absent for reasons beyond the student's control, call the Floyd County Schools Internship coordinator and the internship site.
- 11. Attend any necessary training sessions or seminars and complete all school and Internship/Co-Op/Job Shadowing assignments in a timely manner.
- 12. Complete a Digital Portfolio including site projects, experiences, and other notable information required by the Floyd County Schools Internship coordinator.
- 13. Any breach of confidentiality may result in immediate dismissal.
- 14. To grant consent to be photographed for educational and promotional purposes, such as videos, brochures, and news articles.
- 15. Being terminated from the internship/co-op/job shadowing site due to an illegal act, absenteeism, lack of cooperation, lack of effort, etc., may result in being dismissed from the Internship/Co-Op/Job Shadowing program. The Floyd County Schools Internship coordinator will determine placement in an alternative setting if needed.
- 16. Parents/guardians will communicate questions/concerns directly to the Floyd County Schools Internship coordinator, not the internship/coop/job shadowing site mentor.
- 17. To notify the Floyd County Schools Internship coordinator immediately if there are concerns about the Internship/Co-Op/Job shadowing site environment or interaction with other employees.
- 18. To abide by all implied and stated terms included in this agreement.

The Internship Site agrees:

- 1. To assign an individual employee as the student's mentor.
- 2. The student intern should not displace regular employees.
- 3. Provide the student with meaningful work assignments within the confines of employer needs and the time will enhance and complement the student's academic program.
- 4. To provide the student with an orientation to the work setting, including confidentiality and emergency and safety procedures, upon initiation of each new internship experience, as appropriate.
- 5. To provide safe and healthy working conditions for the student and to hold the school system harmless for any injury, illness, or damages resulting directly or indirectly from the student's employment activities.
- 6. To provide the student an overview of all applicable aspects of the industry, including organization and management structure, technical and production processes, major industry, labor health, environmental, and community issues impacting the business.
- 7. The intern will follow the school schedule. Businesses are encouraged to excuse interns on inclement weather days if the school closes for safety reasons.
- 8. To evaluate the student work performance using a short district-developed evaluation.
- 9. To quickly communicate questions and concerns related to the program directly to the Floyd County Schools Internship coordinator when they arise.

- 10. To provide support and opportunities for improvement before terminating an intern unless wrongdoing merits immediate dismissal.
- 11. To abide by all implied and stated terms in this agreement.
- 12. If a paid internship, make direct payment to the intern through the company's payroll department/services and abide by all state and federal labor and employment laws, including the availability of worker's compensation coverage.

The School System Agrees:

- To provide a Floyd County Schools Internship coordinator to work with businesses, organizations, schools, and the community.
- 2. If necessary, adopt a career-related curriculum to supplement the student's internship experience in the classroom.
- 3. To secure sponsors and volunteers for the internship program, which offers secondary liability coverage for students who complete its curriculum.
- 4. To provide the internship site with appropriate personal and academic information on qualified student applicants upon written authorization by the parent/guardian.
- 5. Coordinate efforts of program participants, including students, parents, teachers, and internship site mentors.
- 6. To develop, process, and retain documentation related to internship site placements, mentors, student hours, evaluations, and correspondence.
- 7. Promote the internship site as a school partner through publicity, advertising, and other public relations efforts.
- 8. To abide by all implied and stated terms in this agreement.
- 9. To the extent authorized under Kentucky Law, the agreement holds the Floyd County Fiscal Court harmless for any liability or damaged caused by a student while acting within the scope of his or her duties under such program and if the student's participation in such program is in satisfaction of course requirements
- 10. The Floyd County Fiscal Court is to be named as additional insured on the Floyd County Board of Education liability policy.

IT IS MUTUALLY AGREED by and between the parties that the period covered by this agreement shall be from February 2023 until written notification of termination is delivered. Either party may provide a written cancellation notice with at least 30 days' notice.

IN WITNESS WHEREOF, we, the undersigned, duly authorized representatives of the parties to this agreement, have caused this Agreement to be executed as the date first above written.				
Superintendent	Date	Partner Representative	Date	