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

Consent Agenda Item (Action Item):

Request approval of Agreement between University of Pikeville and Betsy Layne High School that will allow a College Tutor to come to Betsy Layne High School and work with our Dual Credit students.

Applicable State or Regulations:

Policy 0.1.11 General Powers and Duties of the Board

Fiscal/Budgetary Impact:

There are no costs to Floyd County Board or Betsy Layne High School associated with this agreement.

History/Background:

University of Pikeville and Betsy Layne High School has a history of working together for the betterment of our students. In the past the University of Pikeville offered online tutoring services to the students of Betsy Layne High School. This year they are offering in-person tutoring service to our students enrolled in Dual Credit courses here at Betsy Layne High.
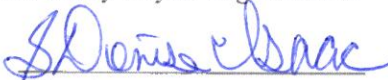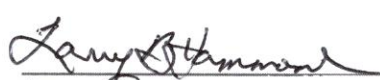
Recommended Action:

Approve agreement by and between University of Pikeville and Betsy Layne High School.

Contact Person(s):

Jody Roberts, Principal, Betsy Layne High School
Justin Akers, Guidance Counselor, Betsy Layne High School

Principal	Director	Superintendent

Date:
October 10, 2024

2024-2025 Federal Work Study Off-Campus Agreement

This agreement is entered into between the University of Pikeville, hereinafter known as the "University" and Betsy Layne High School, 554 Bobcat Blvd, Stanville, KY 41659 , hereinafter known as the "Agency," a private non-profit organization, public school or government agency for the purpose of providing work to students eligible for the Federal Work Study Program.

1. The parties acknowledge and agree that work to be performed under this Agreement shall be in the public interest, in that it will benefit the community or public in general as opposed to an individual or particular interest group. The work will not (a) result in the displacement of employed workers of the Agency or impair its existing contracts for services; (b) involve political activity, lobbying or work for any political party; or (c) involve the construction or maintenance of any facility used, or to be used, for sectarian instruction or as a place of religious worship.

2. The Agency additionally acknowledges and understands that in order to employ University students eligible for FWS under this Agreement, the services provided by the Agency must meet the definition of community services set forth in the applicable FWS implementing regulations of the Higher Education Act of 1965, as amended (hereinafter "Community Services"). Agency shall notify University in writing within two (2) weeks in the manner set forth in paragraph 16 herein if it ceases providing Community Services.

3. University is under no obligation to provide FWS Students to work for the Agency if no such students are available. The Agency may not permit any University student to begin working under this Agreement unless the student has been authorized to do so in writing by University's FWS student employment office.

4. The University is considered the employer for purposes of this agreement. It has the ultimate right to control and direct the services of the students for the organization. It also has the responsibility to determine whether the students meet the eligibility requirements for employment under the Federal Work-Study program, to assign students to work for the organization, and to determine that the students do perform their work in fact. The organization's right is limited to direction of the details and means by which the result is to be accomplished. Agency is required to provide to University a current job description for each FWS Student position under this Agreement and to update that job description during the term of this Agreement to the extent there are any changes ("Job Description"). The Job Description must include at a minimum the information requested on the Job Description Form including but not limited to the following: brief descriptions of the work to be performed by students under this agreement, the total number of students to be employed, the hourly rates of pay, and the average number of hours per week each student will be used.

5. Agency shall not permit FWS Student to begin working prior to certification by University of the student's eligibility to perform the work.

6. Subject to paragraphs 9 and 11, University will be responsible for compensating FWS Students for all hours of work performed on a project under this Agreement, including all payments that may be due as an employer's contribution under applicable State or local Workers' Compensation laws, under Federal or State social security laws, or under other applicable laws. The rate of pay shall be $ 10.50 per hour. If any FWS Student is involved in any workplace accident or injury, Agency shall immediately notify University.

7. Neither University nor the Agency shall have any obligation either to provide transportation for FWS Students to and from their work assignments or to provide compensation in lieu thereof.

8. University, the Agency and the FWS Students have the right to terminate the FWS Students' employment at any time, subject to paragraph 10(a). The Agency shall confer with University's FWS student employment office before dismissing any FWS student from employment.

9. When a student's accumulated Gross Earnings (defined below) reach his/her FWS award, the Agency must dismiss the student from employment under this Agreement and prohibit the student from continuing to work under this Agreement, although the Agency may continue to employ the student as a non-FWS student not subject to this

Agreement. The University is responsible for maintaining a record of student earnings and thus for knowing when a student has reached his/her FWS award amount. The University will notify the student and Supervisor of record when the student has reached their maximum work award and must quit their FWS funded position. University shall be responsible for one hundred percent (100%) of the student's wages in excess of the student's FWS award prior to notifying the student and Supervisor of record of the change in Student's FWS work award amount.

10. Subject to paragraph 3 above, University shall supply FWS Students to work for the Agency upon the following conditions with which the Agency agrees to comply:

   a. No FWS Student shall be denied work or be subject to discrimination or disparate treatment because of race, color, religion, sex, sexual orientation, gender identity or expression, age, national or ethnic origin, physical or mental disability, marital or veteran status and to this end, the Agency agrees that it will comply with all applicable federal, state and local equal employment opportunity laws, including the provisions of the Americans with Disabilities Act, the Rehabilitation Act of 1973, the Civil Rights Act of 1964, the Age Discrimination Act, Title IX of the Education Amendments of 1972, the corresponding implementing regulations, and any amendments to any of these acts.

   b. The Agency shall comply with any and all applicable laws, ordinances, and regulations of any governmental body, whether Federal, State, or municipal, in the conduct of its general activities and in the performance of this Agreement, including but not limited to applicable state or local labor laws regarding mandatory breaks or meal periods.

   c. The Agency shall (i) provide adequate, responsible, on-site direct supervision of the FWS Students, (ii) provide proper working conditions, (iii) ensure that the FWS Students perform their duties properly, and (iv) regulate the hours of work as set forth in this Agreement.

   d. The Agency shall permit University to inspect the premises upon request.

   e. Each student will be required to enter their time worked bi weekly in University's electronic time tracking software ("Self Service") no later than the last working day of the pay period. Agency shall verify student hours worked each month when prompted to do so.

   f. Upon approving each time record, the official will be certifying that the FWS Student has performed his or her assigned job and worked no more or less than the hours listed.

   g. The Agency shall not permit FWS Students to work for more than _twenty_ (_20_) hours per work week during any week when classes or exams are in session, and _zero_ (_0_) hours per work week during any week when classes or exams are not in session.

   h. The Agency shall not authorize the recording of any of the following as hours worked: nonworking meal or break periods; holidays; sick days; personal days; vacation days or any other periods of nonwork. The Agency shall not permit FWS Students to work during scheduled class time.

   i. The Agency shall be responsible for following University's established procedures and policies which may be changed or amended at any time by the sole action of University with respect to the following: the recording of hours worked, the changing of job functions, the terminating of FWS Students' jobs, and the due dates for all forms, time records, reports, or information on or about the Federal Work-Study Program.

11. In consideration of the work performed by the FWS Students, the cost to be incurred by the Agency will be zero percent (0%) of the student's Gross Earnings. Gross Earnings are equal to total hours worked by the FWS Student times the FWS Student's hourly rate, which will be no less than the applicable minimum wage in effect at the time of employment ("Gross Earnings").

Compensation of students for work performed on a project under this agreement will be disbursed, and all payments due as an employer's contribution under State and local worker's compensation laws, under Federal and State social security laws, or under other applicable laws, will be made-by the institution.

This agreement is entered into by both the institution and the organization on the _____ day of _____, 2024.

Title: UPIKE Federal Work Study Representative
Print Name:
Sign Name:
Date:

Agency Representative Title:
Print Name
Sign Name
Date:

Addendum: Request for Agency required background and/or fingerprinting for student employees

Name of Agency:
Street Address of Agency:
Title of Agency Representative:
Print Name of Agency Representative:
Date:

Title of UPIKE Federal Work Study Representative:
Print Name of University Representative:
Date:

Agencies with pre-existing requirements for background checks and/or fingerprinting for employees and/or volunteers may request either a background check or fingerprinting or both, of the University student employees as a condition of employment.

If the Agency has a specific company they work with and must work through then the Agency should seek to cover the cost of including the student in their specific service, at the cost of the company. This may be waived by a University Campus Employment Representative.

The University will work to provide and cover the cost of a background check and / or fingerprinting through a professional agency for this dedicated purpose.

A) Agency Representative: initial here if your organization does not require background checks and/or fingerprinting for employees and/or volunteers _____

B or C may be chosen if A above is not initialed
B) Agency Representative: initial here if you would like for University student employees,
_____ to have a background check, at the professional organization of your choice and at your Agency's cost.

_____ to have fingerprinting check, at the professional organization of your choice and at your Agency's cost.

_____ University Representative initial here if the Agency is allowed to have the student pay for above

C) Agency Representative: initial here if you would like for University student employees,

_____ to have a background check, at a professional organization, at the cost to the University

_____ to have fingerprinting check, at a professional organization, at the cost to the University