



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

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Consent Agenda Item (Action Item):

Approve the agreement between John M. Stumbo Elementary and Kentucky River Area Development District for partnership with the Senior Community Service Employment Program.

Applicable State or Regulations:

Floyd County Schools Policy 01.11: General Powers and Duties of the Board

Fiscal/Budgetary Impact:

There would be no fiscal/budgetary impact to the school or district. Employee(s) would be paid in full by the Kentucky River Area Development District.

History/Background:

The Kentucky River Area Development District's Senior Community Service Employment Program (SCSEP) is a program administered by the Department of Labor that serves low-income persons who are 55 years of age or older; the foster individual economic self-sufficiency; and to increase the number of older persons who may enjoy the benefits of unsubsidized employment in both the public and private sectors. Eligible participants are placed in non-profit, public agencies where they receive on-the-job training for 20 hours per week. Each enrollee is paid at least the Federal minimum wage through KRADD. This program would provide necessary supports free of charge to the district/school while providing opportunities for community members.

Recommended Action:

Approve the implementation of the Senior Community Service Employment Program as specified in the attachments.

Contact Person(s):

Jakolby Huff,
School Counselor
(606) 263-6200 ext. 2506
kolby.huff@floyd.kyschools.us

Jessica Leedy,
Program Manager
(606) 436-3158
jessical@kradd.org


Principal


Director


Superintendent

Date: 11/15/24



Kentucky River

AREA
DEVELOPMENT
DISTRICT

941 NORTH MAIN STREET • HAZARD, KENTUCKY 41701 • PHONE 606-436-3158

MEMORANDUM

TO: Host Agency Supervisors

FROM: Jessica Leedy
Human Services Planner
SCSEP Coordinator

Date: July 27, 2023

SUBJECT: Maintenance of Effort

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Bobby Mays
Derrick Bowling
Lonnie Brewer
Gregory Whitson
Meriwether Wash-Hall
Pam Pilgrim
Craig Linton

Executive Director

Michelle Allen

E-Mail: michelle@kradd.org
FAX NUMBER 606-436-3154
TDD NUMBER 1-800-247-2510
(Hearing Impaired)

The Senior Community Service Employment Program funded by the Department of Labor requires all grantees to have a Maintenance of Effort Plan and to share that plan with all host agencies. The KY River Maintenance of Effort Plan for the Senior community Service Program is as follows:

The employment of enrollees with fund from the Older Americans Act or host agency will be only in addition to employment which would otherwise be funded by the project sponsor or host agency without assistance under the ACT.

Subproject funder under ACT shall not:

- 1. Result in the displacement of currently employed workers including partial displacement such as reduction of hours of Non-overtime work, wages or employment benefits;*
- 2. Impair existing contacts for service or result in substitution of Federal funds in connection with work that would other be performed;*
- 3. Substitute project jobs for existing federally assisted job nor employ or continue to employ any enrollee to perform work which is the same or substantially the same as the performed by another person who is on layoff*

Once again, this letter is only to inform & remind you of the Maintenance of Effort Plan the KY River Title V Senior Community Service Employment Program has in place. If you have any question or concerns, place call me at 606-436-3158

MAINTENANCE OF EFFORT (MOE)

Your signature states that you have received information regarding the Title V SCSEP program and its requirements.

Name of Host Agency

Host Agency Representative

**Please Return to:
Jessica Leedy
KY River ADD
941 N Main St.
Hazard, Ky 41701**

SCSEP HOST AGENCY AGREEMENT

Name of Host Agency: _____ Host Agency Type: State Federal
 Local 501(c)(3)

Address: _____ City: _____ State: _____ Zip: _____

Telephone: _____ Fax: _____

E-mail: _____ FEIN: _____

A. PURPOSE: Host Agency and KRADD enter into this Agreement for the purpose of joint engagement in the Senior Community Service Employment Program (SCSEP), in order to provide public benefit by providing training and work experience for SCSEP participant(s) while at the same time performing valuable community services. Host Agency agrees to provide meaningful work experience and training to participant(s) in exchange for federally subsidized hours of participant(s) assigned to Host Agency by KRADD for community service. Host Agency agrees to support SCSEP objectives by actively providing training, supporting older workers, and, if possible, hiring participant(s) in permanent employment position(s). Host Agency has no right to participant assignment and KRADD may reassign participant(s) and/or participant position(s) at any time in accordance with SCSEP rules, regulations, and policies.

B. HOST AGENCY RESPONSIBILITIES: Host Agency agrees to:

- 1. Training Assignment:** Provide community service assignments for participant(s) commensurate with his/her abilities and skills, in accordance with participant(s) Training Assignment(s). Assist KRADD in developing Training Assignment(s) for participant(s), which shall be attached and incorporated herein, and shall contain a description of assignment, duties and responsibilities, and training schedule, including hours per week, timeline and anticipated completion date. Immediately report and coordinate any changes in training duties or responsibilities with KRADD and assist in amending Training Assignment(s) accordingly. All Training Assignments must be approved and authorized by KRADD before performance by participant(s).
- 2. Schedule and Authorized Hours:** Assure participant schedule(s) complies with number of hours specified in participant Training Assignment and that participant(s) is permitted to train twenty (20) hours per week, unless more or less hours are authorized in advance by KRADD. In the event that the participant performs community service in excess of authorized hours KRADD will not compensate participant(s) for such time. If participant chooses to volunteer hours that is up to the participant and the host agency. In addition, Host Agency understands that in order to be eligible for SCSEP, participant(s) must be unemployed; therefore, Host Agency agrees and shall not maintain participant(s) on its payroll except upon permanent employment. Host Agency agrees to release KRADD from liability for all wages, conduct, occurrences, or injuries occurring outside of authorized participant schedule(s) or scope of Training Assignment.
- 3. Supervision and Training: Performance Evaluations:** Provide participant(s) with orientation, day-to-day direct supervision, instruction, and training at no cost to KRADD (other than for subsidized hours performed by participant(s)). Follow policies, procedures, and practices established by KRADD for the operation of SCSEP, including those in SCSEP Handbook. Meet with KRADD representatives at least annually to discuss participant(s) performance and Host Agency responsibilities. Immediately report participant performance problems, failure to follow training schedule, absence without leave (AWOL), change of Host Agency participant supervisor and/or any other like matters to KRADD. Host Agency Supervision hours reported as SCSEP in-kind Contributions cannot be used as a match for other federal programs.
- 4. Time and Attendance Reports:** Accurately record and report actual time and attendance of participant(s). Verify participant(s) time in training by signing participant time sheet(s) in ink and timely submit to KRADD. Participant(s) and Host Agency supervisor must initial corrections to time sheets. Host Agency understands that inaccurate time and attendance reports may be a violation of False Claims Act, 31 U.S.C. §3729.
- 5. Reports:** Report on a bi-weekly basis on participant time sheets a true and accurate statement of hours of participant supervision or other costs contributed to SCSEP by Host Agency. Host Agency understands that inaccurate supervision or contribution reports may be a violation of False Claims Act, 31 U.S.C. §3729. When requested, appropriate or necessary, participant performance report, training progress, and community service accomplishments must be submitted. Immediately report participant requests for disability accommodation, any complaints of discrimination, and accidents to KRADD.

- 6. **Equipment and Supplies:** Host Agency will furnish any tools, equipment, supplies, and safety training & equipment, as well as preparation and training required to perform participant's assignment with the Host Agency, at no cost to KRADD.
- 7. **Health Screening: Supportive Services:** KRADD will assist in securing an annual health screening for participant(s), at reduced or no cost, if requested by participant(s) or if necessary for training assignment. KRADD will assist in furnishing supportive services to participant(s) as needed to carry out their community service training assignment. These services will be assisted through KRADD SCSEP.
- 8. **Safe Training Site: Accidents:** Provide participant(s) with training site that is safe, healthy, free of drugs & alcohol, and follow all laws governing workplace safety. Immediately report all assignment-related accidents by contacting KRADD within 24 hours, completing a supervisor's accident report, and providing all requested follow-up.
- 9. **KRADD Training / Participant Job Search Activities:** Permit participant(s) to attend meetings and training required or provided by KRADD. Support participant(s) job search activities by permitting leave for interviews, providing referrals, references, and, if possible, job offers.
- C. **NONDISCRIMINATION:** Host Agency shall comply with all Federal and state nondiscrimination laws and shall not subject participant(s) to discrimination based on age, race, color, religion, sex, national origin, disability, veteran status, political affiliation, or any other basis prohibited by law. Host Agency shall make any accommodations required by the Americans with Disabilities Act, 42 U.S.C. §12101, and adhere to confidentiality requirements of the Act. This provision is not intended to create third party beneficiaries or confer contractual rights on any third party.
- D. **INSURANCE:** It is the responsibility of the host agency to provide any insurance that is necessary for any part of the participants training assignment.
- E. **PRIVACY ACT:** All participant(s) records are subject to the Privacy Act, 5 U.S.C. § 552a, and neither party shall release records without written release signed by participant(s) or otherwise in accordance with law.
- F. **RECORDS RETENTION AND ACCESS:** Host Agency shall maintain all records, including original or copies of participant(s) time sheets, relating to this Agreement for a period of four years. Host Agency shall retain original participant(s) time sheets if faxed to KRADD for payment. KRADD or the U.S. Department of Labor, through any authorized representative, shall have access to and the right to examine all records related to this Agreement.
- G. **MAINTENANCE OF EFFORT / NEPOTISM / POLITICAL PATRONAGE AND ACTIVITIES:** Assignment of participant(s) shall not displace existing workers or decrease existing contracts for services, including partial displacement by reducing hours or employment benefits, laying off, or requiring participant(s) to perform work of persons on layoff, or result in substituting federal funds for other funds in connection with work that would otherwise be performed. Participant(s) shall not be assigned to a Host Agency where a member of participant's family is engaged in a decision-making capacity, whether paid or unpaid, at the Host Agency. Host Agency shall not favor or discriminate against a participant(s) based on political affiliation. Participant(s) shall not be permitted to engage in partisan or non-partisan political activities during training assignment hours.
- H. **LIMITATION OF LIABILITY/HOLD HARMLESS:** KRADD does conduct criminal background checks on participants prior to start date with Host Agency.
- I. **TERMINATION:** Either party may terminate this Agreement at any time for any reason upon notification to the other party.
- J. **AMENDMENT:** Any amendment, modification, or addendum to this Agreement, including changes or modifications to Training Assignment(s), must be made by mutual consent of the parties, in writing, signed and dated by both parties, prior to assignment of participant(s) to Host Agency or any changes being performed.

My signature acknowledges that I have received orientation.

HOST AGENCY REPRESENTATIVE'S NAME AND TITLE:	SIGNATURE:	DATE:
KY RIVER SCSEP REPRESENTATIVE'S NAME AND TITLE:	SIGNATURE:	DATE: