



Every Child Every Day

SUPERINTENDENT
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Consent Agenda Item (Action Item): Approve Partner Agreement and Memorandum of Understanding between Floyd County Schools and UNITE Service Corps (USC), an AmeriCorps program of Operation UNITE

Applicable State or Regulations: BOE Policy 01.11 General Powers and Duties of the Board

Fiscal/Budgetary Impact: There are no associated costs to the district.

History/Background: The purpose of the agreement is to establish/continue a partnership between USC and Floyd County Schools to support student achievement, drug prevention education, volunteer engagement, and workforce readiness development throughout Kentucky's Fifth Congressional District. USC volunteers serve in elementary schools by providing mathematics tutoring to students in grades 3-5, facilitating Too Good for Drugs prevention education for fourth grade students, supporting UNITE Clubs, promoting volunteer engagement initiatives, participating in community service activities, and developing workforce readiness skills through service. UNITE has been present in our district for several years.

Recommended Action: Approve Partner Agreement and Memorandum of Understanding between Floyd County Schools and UNITE Service Corps (USC), an AmeriCorps program of Operation UNITE

Contact Person(s):

Greta Thornsberry, Floyd County Schools Director of District-Wide Services

Director

Superintendent

Date:

July 15, 2026

The Floyd County Board of Education does not discriminate on the basis of race, color, national origin, age, religion, marital status, sex, or disability in employment, educational programs, or activities as set forth in Title IX & VI, and in Section 504.

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UNITE SERVICE CORPS

An AmeriCorps Program of Operation UNITE



PARTNER AGREEMENT AND MEMORANDUM OF UNDERSTANDING

2026–2027 PROGRAM YEAR

Serving Students, Schools, and Communities Across Kentucky's Fifth Congressional District

**Kentucky Governor's Service Award Recipient
AmeriCorps Program of the Year**

This Partner Agreement and Memorandum of Understanding ("Agreement") is entered into between UNITE Service Corps (USC), an AmeriCorps program of Operation UNITE, and _____ School District for the 2026–2027 program year.

The purpose of this Agreement is to establish a partnership between USC and the Partner District to support student achievement, drug prevention education, volunteer engagement, and workforce readiness development throughout Kentucky's Fifth Congressional District.

MISSION STATEMENT

The mission of the UNITE Service Corps, together with Partner Districts and community volunteers, is to serve students throughout Kentucky's Fifth Congressional District by removing academic and non-academic barriers to student success while promoting drug prevention, volunteer engagement, and workforce readiness.

STATEMENT OF PURPOSE

UNITE Service Corps (hereafter referred to as USC) is the AmeriCorps program of Operation UNITE in partnership with school districts and community-based organizations throughout Kentucky's Fifth Congressional District.

USC Volunteers serve in elementary schools by providing mathematics tutoring to students in grades 3–5, facilitating Too Good for Drugs prevention education for fourth-grade students, supporting UNITE Clubs, promoting volunteer engagement initiatives, participating in community service activities, and developing workforce readiness skills through service.

The program utilizes NWEA MAP Growth mathematics assessments, America Learns data management systems, and workforce readiness assessments to measure program outcomes and support continuous improvement.

SECTION I

PARTNER DISTRICT ROLES AND RESPONSIBILITIES

A. Financial

Provide financial support for matching the cost of AmeriCorps Volunteers during the UNITE Service Corps program year, September 1, 2026, through July 31, 2027. The Partner District contribution is \$6,850 for each Volunteer serving in a full-time capacity.

Funds provided to UNITE Service Corps shall be considered a restricted contribution supporting program expenditures, including necessary expenditures that may fall outside the provisions of 2 CFR 200, Subpart E. If total Partner District contributions exceed total program costs incurred by UNITE Service Corps during the program year, any remaining balance may be carried forward to support the subsequent program year.

B. Volunteer Replacement

If a Volunteer exits the program during their term of service, a replacement Volunteer may be enrolled if the exiting Volunteer has served less than 42 percent (504 hours) of their total service commitment, consistent with AmeriCorps regulations. Volunteers who have served more than 42 percent of their service commitment may not be replaced.

C. Site Supervision

The Partner District shall provide site supervision where USC Volunteers are assigned. The principal or designated administrator shall serve as Site Supervisor.

Site Supervisors shall receive orientation materials, technical assistance, and guidance from USC staff. Site Supervisors must complete and sign the annual Site Agreement before Volunteer placement.

D. Site Supervisor Criminal History

The Partner District affirms that any employee serving as a Site Supervisor has completed all criminal history requirements necessary to work with students in accordance with Kentucky law, including KRS 160.380(5) (a-c).

The Partner District shall maintain documentation of required screenings and make such documentation available upon written request and employee authorization.

E. Recruitment

Partner Districts agree to assist in identifying and recruiting qualified applicants for USC Volunteer positions.

All applicants must complete the USC application process. USC staff shall conduct applicant screening and communicate the AmeriCorps program requirements before enrollment. Site Supervisors and district personnel may participate in candidate selection; however, final approval of all Volunteers rests with the USC Program Director.

F. Civil Rights and Equal Opportunity

UNITE Service Corps and Partner Districts shall comply with all applicable federal and state civil rights laws, regulations, and AmeriCorps requirements.

No individual shall be excluded from participation in, denied the benefits of, or subjected to discrimination based on race, color, national origin, sex, age, disability, religion, sexual orientation, gender identity, political affiliation, marital status, parental status, military service, or any other protected classification under applicable law.

Partner Districts agree to cooperate with any civil rights review, investigation, or corrective action process required by AmeriCorps or other authorized agencies.

G. Volunteer Terms of Service

USC Volunteers are enrolled through Operation UNITE and are not employees of the Partner District.

The National and Community Service Act defines AmeriCorps Volunteers as program participants rather than employees. Therefore, Volunteers shall not be considered employees of the Partner District or Operation UNITE solely by virtue of their service.

All personnel actions involving Volunteers, including disciplinary concerns, corrective actions, suspensions, or exits from service, shall be coordinated with USC staff.

H. Volunteer Criminal History

All USC Volunteer applicants must complete the National Service Criminal History Check (NSCHC) required by AmeriCorps.

The screening process includes all required components established by AmeriCorps and applicable federal regulations. Partner District criminal history screenings shall not substitute for the NSCHC requirement.

Individuals prohibited from service under AmeriCorps regulations shall not be enrolled in the USC program.

I. Performance Goals

USC Volunteers shall provide mathematics tutoring to approximately 35 students in grades 3--5.

Targeted students will receive tutoring at least three times per week, totaling approximately one hour per week.

Student academic outcomes shall be measured through NWEA MAP Growth Mathematics assessments administered by the Partner District.

USC Volunteers shall also:

- Facilitate a minimum of ten Too Good for Drugs lessons for participating fourth-grade students;
- Support or co-sponsor UNITE Club activities when applicable;
- Participate in volunteer engagement and community service activities;
- Participate in workforce readiness development activities required by USC.

J. Student Assignment to Volunteers

Partner Districts shall provide fall and spring NWEA MAP Growth Mathematics assessment data for students receiving tutoring services. Partner Districts agree to share fall baseline and spring outcome data necessary for USC performance measurement, evaluation, and grant reporting.

Students selected for tutoring should be those who can benefit from supplemental academic support through small-group or one-to-one instruction.

USC Volunteers are not special education instructors and should not be assigned responsibility for implementing IEP services or managing students whose needs exceed the scope of Volunteer training and supervision.

K. Confidentiality of Student Data

UNITE Service Corps utilizes student assessment data to document academic growth and evaluate program effectiveness. USC Volunteers shall assign confidential student identification numbers within USC's data management system, America Learns.

Student records, assessment data, instructional notes, tutoring records, workforce readiness data, and related program information shall be maintained in a confidential manner consistent with applicable federal, state, and local laws and policies.

Partner Districts agree to provide fall and spring NWEA MAP Growth Mathematics assessment data for participating students, as required for program evaluation and grant reporting.

Student data shall be used solely for program management, performance measurement, evaluation, continuous improvement, and reporting to authorized funding agencies and evaluators. Individual student information shall not be publicly disclosed.

L. AmeriCorps or Serve Kentucky Requested Service

The Partner District agrees to allow USC Volunteers to participate in disaster relief, emergency response, or other service activities approved by AmeriCorps, Serve Kentucky, and/or the USC Program Director when appropriate and consistent with local district policies and student safety considerations.

M. Civic Engagement

Partner Districts agree to support USC's efforts to inspire and mobilize community volunteers to participate in school activities, tutoring programs, drug prevention education, UNITE Clubs, community service projects, coalition activities, and other approved USC initiatives.

Partner Districts are encouraged to support volunteer recruitment and community engagement efforts that strengthen local partnerships and student success.

N. Reporting

Partner Districts shall cooperate with USC reporting requirements by completing the requested reports, evaluations, surveys, and other documentation necessary to meet AmeriCorps, Serve Kentucky, Operation UNITE, and grant requirements.

Site Supervisors shall complete required performance evaluations and other documentation requested by USC staff.

O. Meetings and Training

Partner Districts agree to support Volunteer participation in the required USC orientation, training, professional development, coalition meetings, workforce-readiness activities, and other program events.

USC shall reimburse Volunteers for approved USC-required travel consistent with program policies. Travel required solely by the Partner District shall remain the responsibility of the Partner District.

Volunteers shall be expected to attend UNITE County Coalition Meetings and other USC-required activities as approved by USC staff.

P. Media Release

The Partner District understands that photographs, audio recordings, video recordings, digital media, and other forms of publicity involving USC Volunteers and program activities may be

used by USC, Operation UNITE, AmeriCorps, and Serve Kentucky for educational, promotional, reporting, and recognition purposes.

All media use involving students shall remain subject to Partner District policies regarding parental permission and student privacy.

The Partner District waives any claim to royalties or compensation arising from approved program-related media activities.

Q. Communication

Site Supervisors, principals, and district personnel shall promptly notify USC staff regarding significant concerns involving Volunteers, including but not limited to:

- Professional conduct concerns
- Extended absences
- Work-related accidents or injuries
- Performance issues
- Student safety concerns
- Policy violations

Prompt communication between USC and Partner District personnel is essential to maintaining program quality and compliance.

R. Senate Bill 181 Compliance

Partner Districts and USC Volunteers shall comply with all applicable requirements of Kentucky Senate Bill 181 and any subsequent amendments.

Volunteers shall not engage in two-way electronic communication with students except through district-approved communication platforms authorized by the Kentucky Department of Education and the Partner District.

Volunteers shall follow all district policies, procedures, and guidelines regarding communication with students and families.

S. Prohibited Activities

Partner Districts agree to ensure that USC Volunteers do not engage in prohibited activities while accruing service hours, representing AmeriCorps, or participating in USC-sponsored activities.

The current AmeriCorps Prohibited Activities list is incorporated into this Agreement as Appendix A and shall be considered part of this Memorandum of Understanding.

All Volunteers, Site Supervisors, and Partner District personnel shall comply with applicable AmeriCorps regulations governing prohibited activities.

SECTION II

UNITE SERVICE CORPS ROLES AND RESPONSIBILITIES

A. Financial

UNITE Service Corps shall provide additional financial support for the program through AmeriCorps grant funding, Operation UNITE resources, and other approved funding sources.

USC shall be responsible for administering program funds in accordance with applicable AmeriCorps, Serve Kentucky, Operation UNITE, and federal requirements.

B. Site Supervision and Program Management

UNITE Service Corps shall provide programmatic supervision, oversight, and management to ensure service quality, program accountability, Volunteer support, and compliance with all applicable program requirements.

USC staff shall provide technical assistance and support to Partner Districts and Site Supervisors throughout the program year.

Current USC staff include:

- Crystal Smallwood, Program Director
- Benji Hammons, Program Manager
- Kim Tackett, Program Manager
- Marionette Little, Staff Assistant

C. Civic Engagement

USC shall support and promote community engagement efforts designed to increase volunteerism, strengthen school-community partnerships, and encourage participation in community service activities.

USC shall work collaboratively with Partner Districts, UNITE Coalitions, community organizations, and volunteers to support student success and community improvement initiatives.

D. Performance Monitoring

USC staff shall monitor Volunteer progress throughout the program year to ensure Volunteers remain on track to complete their service terms and program requirements.

USC staff shall review reports, performance data, tutoring documentation, MAP Growth outcomes, workforce readiness assessments, and Site Supervisor evaluations to monitor program effectiveness and compliance.

E. Reporting and Data Management

USC shall maintain required program records and complete all reports required by AmeriCorps, Serve Kentucky, Operation UNITE, and other authorized funding entities.

USC shall utilize America Learns and other approved data systems to collect, manage, analyze, and report program performance data.

USC shall provide program reports and updates to Partner Districts upon request.

F. Meetings, Training, and Professional Development

USC shall sponsor and provide orientation, training, professional development, workforce readiness development activities, and partner meetings throughout the program year.

Training opportunities may include, but are not limited to:

- AmeriCorps program requirements
- Mathematics tutoring strategies
- Too Good for Drugs curriculum implementation
- Classroom and behavior management
- Student confidentiality
- Workforce readiness development
- Communication and professionalism
- Leadership development
- Community engagement

USC shall provide ongoing technical assistance and support to Volunteers and Partner District personnel.

G. Media and Public Relations

USC shall create, develop, and distribute articles, newsletters, social media content, videos, displays, reports, presentations, and other communications designed to promote program accomplishments and recognize Partner District contributions.

USC may use approved photographs, videos, and other media that are consistent with district policies and applicable student privacy requirements.

H. Communication

USC shall maintain regular communication with Partner District personnel and Site Supervisors.

USC staff shall promptly communicate concerns, program updates, compliance requirements, training opportunities, evaluation activities, and other information necessary for successful program implementation.

I. Prohibited Activities

USC shall ensure that Volunteers receive training on AmeriCorps-prohibited activities and shall monitor compliance with all applicable AmeriCorps regulations.

USC shall take appropriate corrective action if prohibited activities occur or are suspected.

J. Security and Safety

USC shall ensure that Volunteers comply with Partner District safety procedures, student protection requirements, and applicable program policies.

USC shall provide guidance and training related to safety, mandated reporting requirements, and appropriate interactions with students.

K. Confidentiality

USC shall ensure that Volunteers maintain the same level of confidentiality expected of school personnel with respect to student records, educational information, and sensitive program data.

USC shall provide confidentiality training to all Volunteers prior to service activities involving students.

L. Workforce Readiness Development

USC shall provide workforce readiness training, assessment, coaching, and professional development opportunities designed to strengthen Volunteers' communication, teamwork, leadership, professionalism, adaptability, responsibility, problem-solving, and career readiness skills. Workforce readiness outcomes may be measured through pre-service and post-service assessments administered by USC.

USC shall administer workforce readiness assessments and utilize assessment data to evaluate program effectiveness and Volunteer growth.

M. Refund Policy

If a Volunteer exits service voluntarily or involuntarily and the Partner District chooses not to continue participation in the program, UNITE Service Corps may consider issuing a partial refund of the Partner District contribution.

Any refund determination shall be made solely by USC and shall take into consideration training costs, Volunteer benefits, living allowance expenditures, administrative costs, and other related expenses already incurred.

Refunds are not guaranteed and shall be subject to the availability of funds.

SECTION III

AMENDMENTS TO THIS AGREEMENT

This Agreement may be amended, modified, or revised only through the mutual written consent of both parties.

UNITE Service Corps reserves the right to make administrative, procedural, or compliance-related modifications necessary to meet AmeriCorps, Serve Kentucky, Operation UNITE, federal, or state requirements. When such modifications materially affect the Partner District's responsibilities, USC shall provide the Partner District with written notice.

Failure of either party to enforce any provision of this Agreement shall not constitute a waiver of that provision or any other provision contained herein.

Should any provision of this Agreement be determined to be invalid or unenforceable by applicable law, the remaining provisions shall remain in full force and effect.

Both parties agree to work cooperatively and in good faith to resolve any issues that may arise during the term of this Agreement.

This Agreement constitutes the entire understanding between the parties regarding participation in the UNITE Service Corps program and supersedes any prior oral understandings relating to the matters addressed herein.

SECTION IV

AUTHORIZATION

_____ School District and UNITE Service Corps acknowledge by their signatures that they have read, understood, and agreed to the terms and conditions of this Partner Agreement and Memorandum of Understanding.

This Agreement shall be effective for the period of September 1, 2026, through July 31, 2027.

OPERATION UNITE

Tom Vicini
Chief Executive Officer
Operation UNITE

Signature: Signature on File at Operation UNITE

Date: _____

UNITE SERVICE CORPS

Crystal Smallwood
Program Director
UNITE Service Corps

Signature: *Crystal Smallwood*

Date: _____

PARTNER DISTRICT

Date: _____

Superintendent

APPENDIX A

AMERICORPS PROHIBITED ACTIVITIES

The following prohibited activities are incorporated into this Partner Agreement and Memorandum of Understanding. They shall apply to all USC Volunteers while charging time to the AmeriCorps program, accruing service hours, participating in training hours, wearing AmeriCorps identification, or otherwise performing activities supported by AmeriCorps funding.

VOLUNTEER RESPONSIBILITIES

While serving as an AmeriCorps Volunteer, individuals are expected to:

- Demonstrate mutual respect toward USC staff, Partner District personnel, students, community members, fellow Volunteers, and assigned service locations.
- Follow directions provided by USC staff and Site Supervisors.
- Direct concerns, questions, suggestions, and complaints through appropriate USC channels.
- Seek assistance from USC staff whenever clarification or support is needed.

PROHIBITED ACTIVITIES

At no time may a USC Volunteer, while charging time to AmeriCorps, accruing service hours, participating in training hours, or otherwise performing activities supported by AmeriCorps funds, engage in any of the following:

1. Engage in any activity that is illegal under local, state, or federal law.
2. Engage in activities that pose a significant safety risk to themselves or others.
3. Attempt to influence legislation.
4. Organize or engage in protests, petitions, boycotts, or strikes.
5. Assist, promote, or deter union organizing.
6. Impair existing contracts for services or collective bargaining agreements.
7. Engage in partisan political activities or activities designed to influence the outcome of an election to public office.
8. Participate in or endorse events likely to include advocacy for or against political parties, political platforms, political candidates, proposed legislation, or elected officials.
9. Engage in religious instruction, conduct worship services, provide instruction as part of a program that includes mandatory religious instruction or worship, construct or operate facilities devoted to religious instruction or worship, maintain facilities primarily devoted to religious instruction or worship, or engage in religious proselytization.
10. Provide a direct benefit to:
 - A business organized for profit;

- A labor union;
- A partisan political organization;
- A nonprofit organization that fails to comply with restrictions contained in Section 501(c)(3) of the Internal Revenue Code; or
- An organization engaged in prohibited religious activities.
 11. Conduct a voter registration drive using AmeriCorps resources.
 12. Provide abortion services or referrals for receipt of such services.
 13. Displace employed workers or volunteers using AmeriCorps Volunteers.
 14. Perform duties that would otherwise be assigned to paid employees.
 15. Perform duties previously performed by:
- A currently employed worker;
- An employee who recently resigned or was terminated;
- An employee on leave;
- An employee subject to reduction in force;
- An employee with recall rights; or
- An employee involved in a strike or lockout.
 16. Participate in activities that violate AmeriCorps nonduplication, non-displacement, or supplantation requirements.

FUNDRAISING ACTIVITIES

AmeriCorps Volunteers may engage in fundraising activities only as permitted by AmeriCorps regulations.

Examples of allowable fundraising activities include:

- Seeking donations of educational materials to support tutoring activities;
- Obtaining supplies and equipment necessary for approved service projects;
- Seeking financial support for approved service activities;
- Writing grant proposals to private foundations supporting approved service projects;

- Seeking donations from former participants to support specific service activities.

AmeriCorps Volunteers may NOT:

- Raise funds for Volunteer living allowances;
- Raise funds for general organizational operating expenses;
- Raise funds for organizational endowments;
- Write grant applications to AmeriCorps or any federal agency.

Fundraising activities shall not exceed ten percent (10%) of a Volunteer's total service commitment.

PRIVATE CITIZEN ACTIVITIES

Nothing contained in this Appendix prohibits Volunteers from exercising their rights as private citizens on their own personal time, using their own resources, and without representing AmeriCorps, UNITE Service Corps, Operation UNITE, Serve Kentucky, or the Partner District.

Volunteers shall not wear AmeriCorps apparel or otherwise represent themselves as acting in an official AmeriCorps capacity while engaging in personal political, religious, or advocacy activities.

All Volunteers, Partner District personnel, and Site Supervisors shall comply with all current AmeriCorps regulations governing prohibited activities and any future updates issued by AmeriCorps State and National.