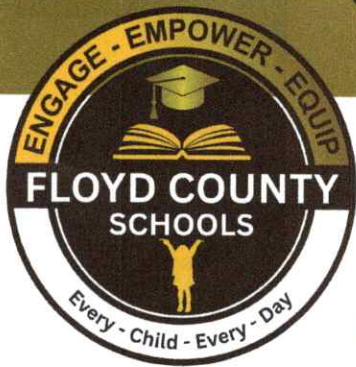




Every Child Every Day

SUPERINTENDENT
TONYA HORNE-WILLIAMS

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MEMBER DISTRICT 5
STEVE SLONE

Consent Agenda Item (Action Item):

Approve Memorandum of Understanding between Floyd County and Rural Up, Inc. to establish a partnership to implement a Work-Based Learning (WBL) Program for Floyd County School High School Seniors that attend FCSI.

Applicable State or Regulations:

KRS 156-802 158.810 (4)

KRS 158.865 to 158.867

703 KAR 5:270

Fiscal/Budgetary Impact:

There will be no financial impact on the district

History/Background:

The purpose of this MOU is to establish a partnership to implement a Work-Based Learning (WBL) Program for Floyd County School of Innovation Seniors from August 2026 through September 2027. The partnership will build upon the School's existing WBL/Internship efforts and align with Rural Up's ARC Power Grant framework, and expand access to paid internship and cooperative education opportunities. Rural Up will support 15-20 high school seniors that attend FCSI through the 2026-2027 school year with potential for summer opportunities as well.

Recommended Action:

Approve the Memorandum of Understanding between Floyd County Schools and Rural Up for the 2026-2027 school year.

Contact Person(s): Annette Harris, RN M.S. Ed.

Principal

Director

Superintendent

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.

442 KY ROUTE 550, EASTERN KY, 41622
TEL: 606.886.2354 FAX: 606.886.4550

MEMORANDUM OF UNDERSTANDING

Between Floyd County School District and Rural Up, Inc.

This Memorandum of Understanding ("MOU") is entered into by and between Floyd County School District, hereinafter referred to as the "School," and Rural Up, Inc., hereinafter referred to as the "Facilitator," located at P.O. Box 404, London, KY 40743. Each may be referred to individually as a "Party" and collectively as the "Parties."

1. PURPOSE

The purpose of this MOU is to establish a partnership to implement a pilot **Work-Based Learning (WBL) Program for Floyd County School of Innovation from August 2026 through September 2027**. The partnership will build upon the School's existing WBL efforts and align with Rural Up's ARC POWER Grant framework, and expand access to paid internship and cooperative education opportunities.

Rural Up will support **up to 25 students in internships through the 2026-2027 school year along with additional students for summer 2027 internships**, including student wages, employer-paid payroll costs, and program coordination to ensure high-quality work-based learning experiences to enhance students' readiness for both college and career endeavors.

2. WORK-BASED LEARNING PROGRAM GOALS

Rural Up's WBL program aims to help students develop essential skills, explore careers, and strengthen their connection to local employment pathways. Program goals include:

- **Self-Awareness:** Helping students understand strengths, interests, and long-term goals.
- **Career Exploration:** Providing exposure to industries, workplaces, and potential career paths.
- **Durable Skills Development:** Strengthening transferable professional skills.
- **Local Career Pathways:** Connecting students to viable careers within their home community.

3. PROGRAM COMPONENTS

A. Internship Placement & Matching

- Identify and match students with local employers in collaboration with the School and City
- Align placements with student interests and skill levels

- Coordinate communication between students, employers, and school staff

B. Employer Orientation & Onboarding

- Provide 1:1 orientation to review expectations, reporting, and best practices.
- Offer supervisor training to support employers in mentoring high school interns.

C. Employer Support

- Coordinate wage assistance when applicable.
- Simplify logistics through support with compliance and program coordination.

D. Ongoing Communication & Monitoring

- Maintain **biweekly communication** with employers regarding student progress.
- Provide timesheet support and reminders.
- Troubleshoot issues and provide real-time support to employers and students.

E. Evaluation & Feedback

- Conduct midpoint and final surveys for students and supervisors.
- Provide individualized post-internship feedback for student participants.
- Use evaluation data to strengthen future WBL programming.

F. Employer Programming & Recognition

- **Employer Recognition:** Collaborate with community and workforce partners to celebrate outstanding employer partners through spotlights, media features, appreciation events, or showcases.

4. ORIENTATION, CAREER & PROFESSIONAL DEVELOPMENT

Rural Up will deliver **10–12 hours** of career and professional development sessions to prepare students for WBL success. Sessions will focus on:

- Critical Thinking
- Communication
- Learning & Growth Mindset
- Leadership & Personal Contribution
- Collaboration & Teamwork
- Professionalism & Self-Development

Instruction aligns with the **Kentucky Department of Education's Portrait of a Learner and NACE Career Readiness Competencies**.

Rural Up will coordinate session scheduling with School staff and conduct periodic in-person check-ins with interns throughout the program.

5. MENTORING (Optional)

Rural Up will implement a structured mentorship component for WBL participants.

Mentoring components will include:

- Regular mentor check-ins focused on workplace responsibilities, challenges, and accomplishments.
- Reflective conversations that support development of professional habits and analytical thinking.
- Goal-setting guidance and support for personal, academic, and career development.
- Coordination between mentors, School staff, and Rural Up to ensure alignment and address concerns.

Mentor will:

- Complete a 3–5-hour professional development seminar for mentors on WBL, mentoring best practices, experiential learning, student development, and motivational interviewing.
- Provide 10-12 hours/week of student support during summer.
- Be compensated for \$25/hour (funded by Rural Up).
- School will help identify an appropriate year-round and/or summer mentor.

6. ROLES AND RESPONSIBILITIES

A. Floyd County School District

- Provide district-level oversight and support for the pilot Work-Based Learning Program for Floyd County School of Innovation.
- Ensure compliance with Kentucky Department of Education (KDE) Work-Based Learning requirements.
- Coordinate district approvals, policies, and administrative processes as needed.
- Support background checks and district-required documentation as needed.
- Assist with employer partnerships and community engagement at the district level as needed.

B. Floyd County School of Innovation

- Coordinate day-to-day implementation of the pilot Work-Based Learning Program in collaboration with Rural Up.
- Identify, recruit, and support student participants.
- Support Rural Up in recruiting and communicating with local employer partners.

- Support Rural Up with student placements, schedules, and scheduling professional development series for students.
- Collaborate with Rural Up to provide ongoing student mentorship and support.

C. Rural Up, Inc. (Facilitator)

- Wage matching or funding up to 25 student wages and employer-paid payroll costs for:
 - **Up to 300 hours per internship participant**
 - **Up to 400 hours per cooperative education participant**
- Coordinate:
 - Internship placements
 - Employer engagement, including training, monitoring, and evaluation
 - Student professional development series
 - Mentorship programming
- Provide the Floyd County School District and Floyd County School of Innovation with technical assistance, consultation, and best practices to strengthen and expand high-quality work-based learning opportunities that prepare students for college and career success.
- Manage overall program implementation and evaluation for the pilot Work-Based Learning Program at the Floyd School of Innovation.

If the School is not the employer of record, Rural Up may coordinate with a third-party payroll provider (e.g., Go-Hire) to administer payroll, Workers' Compensation, and liability coverage.

7. Billing and Invoicing

Floyd County School District (or Go-Hire) shall submit monthly invoices to Rural Up for reimbursement of allowable, reasonable, and approved student wages, fringe benefits, and any other approved program expenses consistent with this MOU. Each invoice shall include complete and accurate supporting documentation, including payroll records, timesheets, and any required itemizations. Rural Up, through its fiscal sponsor, the Foundation for Appalachian Kentucky, will process and remit payment within thirty (30) days of receiving a complete, accurate, and fully documented invoice. Both parties agree to communicate promptly regarding any discrepancies or requests for additional documentation. Reimbursement is contingent upon the availability of federal grant funds and Rural Up's verification that all invoiced costs meet applicable federal cost principles. Rural Up shall have the right to withhold or deny payment for any costs determined to be unallowable, unapproved, or inadequately documented.

8. COMMUNICATION AND MEETINGS

- **Biweekly Meetings:**
The Parties will meet every other week to discuss student progress, troubleshoot challenges, and align on program delivery.
- **Points of Contact:**

Each Party will designate a primary contact responsible for communication, updates, and coordination.

9. TERM AND TERMINATION

This MOU shall become effective on **August 10, 2026** and remain in effect until **September 30, 2027**, unless terminated earlier.

Either Party may terminate the MOU with written notice at least thirty (30) days in advance, unless mutually agreed otherwise. Any early termination will include a jointly developed transition plan.

10. RENEWAL

This MOU may be renewed annually upon mutual written agreement by both Parties. Renewal discussions should occur at least thirty (30) days prior to the expiration to allow for any updates to program scope, timelines, or funding commitments.

11. LIABILITY AND INSURANCE

- Floyd County School District (or Go-Hire) will maintain all required liability insurance, Workers' Compensation Coverage, and KDE-mandated protections for students in WBL activities.
- Floyd County School District (or Go-Hire) will ensure students are covered under the School's insurance policies and all applicable state and KDE requirements.
- Rural Up's role is limited to program facilitation and reimbursement of allowable expenses. Rural Up does not employ students, supervise their work, control the work environment, or assume responsibility for workplace conditions, safety, or compliance. Nothing in this MOU creates an employment relationship between Rural Up and any student, teacher, or employer.
- All liability, supervision, insurance, workplace safety, and Workers' Compensation obligations rest solely with Floyd County School District (or Go-Hire). Rural Up expressly disclaims any duty of care or supervisory responsibility for students or worksites. Rural Up shall not be liable for any claims, demands, damages, or injuries arising from or connected with student participation in the program.

12. CONFIDENTIALITY

All three Parties will maintain confidentiality of student, employer, and proprietary program information in accordance with applicable privacy laws, including the Family Educational Rights and Privacy Act (FERPA).

13. INTELLECTUAL PROPERTY

Any intellectual property created by students during internships shall remain the property of the employer unless otherwise agreed in writing by all relevant parties. All instructional, training, and course materials developed by Rural Up for use in Program shall remain the exclusive property of Rural Up, unless otherwise agreed in writing.

14. INDEMNIFICATION

Each Party agrees to indemnify, defend, and hold harmless the other Party, and its officers, employees, and agents from and against any claims, damages, costs, or liabilities arising directly from its breach of this MOU or its own negligence or willful misconduct in connection with this MOU. Indemnification shall not extend to indirect, consequential, or punitive damages, or claims arising from the gross negligence or willful misconduct of the indemnified Party.

15. COMPLIANCE WITH LAWS

The Parties agree to comply with all applicable federal, state, and local laws and regulations, including those related to labor, education, and workplace safety.

16. EVALUATION AND REPORTING

The Parties will collaborate on an annual evaluation of the Work-Based Learning Program to assess program implementation, student outcomes, and opportunities for continuous improvement. The evaluation may include, but is not limited to:

- Student participation, completion, and post-program outcomes
- Student, employer, and mentor feedback
- Employer engagement and satisfaction
- Program impact and effectiveness metrics
- Recommendations for program improvement and future expansion

Results will be shared between Parties to support continuous improvement and future planning.

17. FORCE MAJEURE

Neither Party shall be held liable for failure to perform its obligations under this MOU due to events beyond its reasonable control, including acts of God, natural disasters, or government restrictions.

18. GOVERNING LAW AND JURISDICTION

This MOU constitutes a binding agreement enforceable under Kentucky law. This MOU shall be governed by and construed in accordance with the laws of the **Commonwealth of Kentucky**. Any disputes arising under this MOU shall be resolved in the courts located in **Laurel County, Kentucky**.

19. DISPUTE RESOLUTION

In the event of a disagreement, the Parties agree to first attempt to resolve disputes through discussion or mediation facilitated by a neutral third party before pursuing legal remedies. Mediation costs will be shared equally by the Parties.

20. AMENDMENTS

This MOU may be amended or modified by mutual written agreement of both Parties. Any changes must be approved by authorized representatives of both the School and Rural Up.

21. GRANT FUNDING

The Parties acknowledge that program reimbursements made under this MOU will be funded with state and federal grant funds awarded to the Foundation for Appalachian Kentucky, as fiscal sponsor for Rural Up, under the Appalachian Regional Commission (ARC) POWER Grant and Kentucky G.R.A.N.T. Program. Because federal funds are used, the School agrees to comply with all applicable requirements of 2 C.F.R. Part 200 and all federal terms and conditions attached to the grant. The School shall use federal funds only for eligible and allowable costs consistent with ARC and federal cost principles. Reimbursements are limited to allowable, reasonable, and allocable costs incurred solely for internship placements under this program. The School must maintain documentation supporting all reimbursed costs and make such records available upon request for monitoring, review, or audit. The School shall ensure that costs reimbursed under this agreement are not also charged to another federal award or revenue source. Also, the Parties agree to comply with all applicable federal nondiscrimination laws, including Title VI of the Civil Rights Act, Title IX of the Education Amendments, Section 504 of the Rehabilitation Act, the Americans with Disabilities Act, and the Age Discrimination Act, as well as ARC nondiscrimination requirements. In addition, the Parties shall comply with the Byrd Anti-Lobbying Amendment (31 U.S.C. §1352). No federally appropriated funds shall be used for lobbying activities. If applicable, the School shall submit required certifications regarding lobbying. Further, the Parties certify they are not debarred, suspended, or otherwise excluded from participation in federally funded programs and shall notify the other Party immediately if their status changes. Furthermore, the Parties shall retain financial records, supporting documents, and program records for a minimum of three (3) years after final payment and shall provide access to ARC, federal auditors, and Rural Up upon request. The School agrees to provide data and documentation needed for Rural Up's required ARC reporting, including student hours, wages, demographic data, and employer participation.

Moreover, for purposes of federal grant compliance, School is acting as a contractor/vendor (program partner) and not as a subrecipient. Rural Up, through its fiscal sponsor, maintains full responsibility for ARC grant reporting and compliance. Continuation of this MOU is contingent upon continued federal grant funding. Rural Up may modify or terminate this MOU if federal funding is reduced, restricted, or terminated.

22. ADDITIONAL TERMS

Nothing in this MOU shall be construed to create a partnership, joint venture, or other association between the Parties except as expressly set forth herein. This MOU constitutes the entire agreement between the Parties regarding the WBL Program and supersedes all prior agreements, whether written or oral. This MOU may be executed in counterparts, each of which shall be deemed an original.

23. SIGNATURES

By signing below, the Parties agree to the terms outlined in this MOU.

For Floyd County School District:

Name: _____

Title: _____

Signature: _____

Date: _____

For Rural Up, Inc.:

Name: Tina Wei Smith

Title: Executive Director, Rural Up

Signature: _____

Date: _____