



FS Agreement No. \_\_\_\_\_

Cooperator Agreement No. \_\_\_\_\_

**NON FUNDED PARTICIPATING AGREEMENT****Between The****\_\_\_\_\_ COUNTY BOARD OF EDUCATION****And The****USDA, FOREST SERVICE****\_\_\_\_\_ JOB CORPS CIVILIAN CONSERVATION CENTER**

This NON FUNDED PARTICIPATING AGREEMENT is hereby made and entered into by and between the \_\_\_\_\_ County Board of Education, hereinafter referred to as "District," and the USDA, Forest Service, \_\_\_\_\_ Job Corps Civilian Conservation Center (JCCCC) hereinafter referred to as the "U.S. Forest Service," under the authority: Cooperative Funds and Deposits Act of December 12, 1975, Pub. L. 94-148, 16 U.S.C. 565a1 – a3, as further authorized by Division F, Title IV, Sec. 417 of the Consolidated Appropriations Act 2008 (P.L. 110-161) and the Workforce Investment Act of 1998 (WIA).

Background: Since July 1, 1999, the \_\_\_\_\_ JCCCC and \_\_\_\_\_ County Board of Education have partnered and agreed to allow students to enroll in the A-6 high school program which qualify the District to SEEK funds. The student qualifies for a high school diploma from \_\_\_\_\_ County Academy. The District is a Kentucky public school system, serving students in \_\_\_\_\_ County.

Title: \_\_\_\_\_ Academy High School Diploma Program

**I. PURPOSE:**

The purpose of this agreement is to document the cooperation between the parties to set out in general terms of the agreed upon cooperative relationship between the District and the U.S. Forest Service in accordance with the following provisions and the hereby incorporated Operating and Financial Plan, attached as \_\_\_\_\_.

**II. STATEMENT OF MUTUAL BENEFIT AND INTERESTS:**

The \_\_\_\_\_ JCCCC was established in \_\_\_\_\_ Kentucky, under the Job Training Partnership Act (29 U.S.C. section 1691, et seq.). The Center is established and maintained as a residential facility wherein economically disadvantaged young men and women participate in an intensive program of education, vocational training, work experience, counseling and other activities so that they might become more responsible, employable and productive citizens. The JCCCC wishes to enlist the services, resources and mutually agreed personnel of the District to establish a diploma-granting high school program for eligible residents of the District to be operated at the \_\_\_\_\_ JCCCC facility and integrated into the Job Corps Program.



The District is a Kentucky Public School District located in ██████████ Kentucky, and serving students in ██████████ County. The District operates and maintains a public education program which includes a full range of educational services to high school age youth who are residents of the District. The District, in furtherance of its statutory mandate and subject to the U.S. Forest Service's commitment of resources and facilities as more fully set forth herein, is willing to establish such diploma-granting high school program, to be known as the ██████████ Academy. Many of the young men and women enrolled in the JCCCCC's program have qualified or are expected to qualify under Kentucky law as residents of the District.

The parties agree and acknowledge that the ██████████ Job Corps Academy High School Program shall be in addition to and not a substitution for existing center educational programs, except to the extent as may be hereafter mutually agreed by the parties.

In Consideration of the above premises, the parties agree as follows:

**III. ██████████ COUNTY BOARD OF EDUCATION SHALL:**

- A. LEGAL AUTHORITY. District shall have the legal authority to enter into this agreement, and the institutional, managerial, and financial capability to ensure proper planning, management, and completion of the project, which includes funds sufficient to pay the nonfederal share of project costs, when applicable.
- B. USE OF GOVERNMENT OWNED VEHICLES. U.S. Forest Service vehicles may be used for official U.S. Forest Service business only in accordance with FSH 7109.19, chapter 60, the requirements established by the region in which performance of this agreement takes place, and the terms of this agreement.
- C. BUILDING AND COMPUTER ACCESS BY NON-U.S. FOREST SERVICE PERSONNEL. District may be granted access to U.S. Forest Service facilities and/or computer systems to accomplish work described in the Operating Plan or Statement of Work. All non-government employees with unescorted access to U.S. Forest Service facilities and computer systems must have background checks following the procedures established by USDA Directives 3800 series. Those granted computer access must fulfill all U.S. Forest Service requirements for mandatory security awareness and role-base advanced security training, and sign all applicable U.S. Forest Service statements of responsibilities.
- D. The District is willing to establish the ██████████ Academy High School Program as an alternative High School of comparable quality and meeting the same requirements and standards of required District programs operated as District-owned facilities.
- E. Employee certified teachers who shall provide academic instruction for the A-6 High School Curriculum for the program year. Classified staff may also be utilized by the school district as determined by the District's administration as long as at least two





certified teachers are providing instruction to the students.

- F. Provide a program of quality instruction which meets or exceeds the graduation requirements as specified by the Kentucky Department of Education.
- G. Provide for student supervision in cooperation with U.S. Forest Service employees during school hours according to standards of supervision meeting or exceeding those established by the U.S. Forest Service for its academic programs, and otherwise support JCCCC rules, policy and procedures governing student behavior, discipline and performance, and U.S. Forest Service operation.
- H. Assist the U.S. Forest Service in program planning, development, operation and evaluation as needed and requested.
- I. Make no alteration or addition to JCCCC facilities without the approval and evaluation of the Center Director or designate.
- J. Employ/assign an administrator to act as a liaison and be responsible for the supervision of the [REDACTED] High School Academy Program. The administrator shall possess a Kentucky's administrator's certificate with a principal's or instructional supervisor's endorsement. The administrator shall be charged with supervising the total academic program, including the evaluation of program personnel, subject to and consistent with the requirements of Kentucky law pertaining to the evaluation of certified school personnel.
- K. Provide and staff, at minimum the following programs:
  - Social Studies
  - Science
  - English
  - Academic tutoring
  - Math
  - Vocational Crosswalk

At the sole and unrestricted option of the District's Board of Education, and no terms deemed by the Board to be in the best interests of the District as set forth in this agreement with the U.S. Forest Service, the District may supply all or part of the instructional staff necessary to fulfill the U.S. Forest Service's responsibilities. All staff have proper Kentucky teacher certification and endorsement for all programs and courses accepted for credit by the [REDACTED] Academy High School Program. Copies of certification will be maintained in the office of the administrator.

- M. Cooperate with the U.S. Forest Service in screening applicants for enrollment in the high school program regarding eligibility and compliance with JCCCC guidelines.
- N. Require all District employees working at the JCCCC to comply with those standards of employee conduct as are prescribed for the U.S. Forest Service's instructional



- employees under applicable U.S. Forest Service guidelines. These standards will include, but will not be limited to: dress code, Federal EEO guidelines and Federal Drug Free Workplace Regulations.
- O. Provide the U.S. Forest Service with detailed statements of revenues generated and expenditures made relating to the [REDACTED] Academy High School Program as required for audit and other reporting purposes.
  - P. Provide the Job Corps Education Supervisor with copies of all District curriculums being used by the JCCCC. Proposed changes in curriculum will be submitted to the Job Corps Educational Supervisor for review and comment at the time of implementation.
  - Q. The District shall exercise final authority over and maintain supervisory and management control of the programs that will result in a diploma issued.
  - L. The District will administer all required Common Core and EOC state assessments, to the students who qualify to be tested. Their scores will be assigned based on state guidelines.

#### IV. THE U.S. FOREST SERVICE SHALL:

- A. Operate the [REDACTED] Academy High School Program with the goal of maintaining a medium or above-average evaluation on the Department of Labor Performance Standards (P.M.S.) and Department of Labor Compliance Standards for Job Corps Centers. The program will be maintained as an open-entry/open-exit program for resident students between the ages of 16 and 21 who are enrolled in the Job Corps program.
- B. Assist and consult with the District in its planning, development, operation, and evaluation of academic programs.
- C. Supply detailed educational and other records of students as may be or regulations to the extent permitted by DOL/Job Corps rules and regulations.
- D. Provide TABE reading and mathematics testing for assisting in the placement of students.
- E. Remain ultimately responsible for the students' general welfare while on campus.
- F. Provide, without cost to the District, classroom and other physical facilities, utilities, facility maintenance and custodial services meeting standards required by law.
- G. Allow the District to use educational supplies and materials present at the JCCCC's facility for use in the [REDACTED] Academy High School Program.





- H. Make educational equipment assigned to the JCCCC's educational program available for use by students and staff of the [REDACTED] Academy High School Program, such equipment to include, but not be limited to, copiers and audio/visual equipment. The U.S. Forest Service shall also provide suitable tables, desks, and chairs required for classroom use.
- I. Provide the District with a reporting of membership and daily attendance as well as other demographic information on enrolled students.
- J. Staff reading and math classes of which there will be at least one Kentucky certified teacher (See Section V, Clause B for reference).
- K. Work with the High School principal in program planning, development, operation and. evaluation as needed or requested by the District.

**V. IT IS MUTUALLY UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES THAT:**

- A. The program will be provided at the [REDACTED] JCCCC to students that are 16 to 21 years of age, who do not have a high school diploma, provided these students meet Kentucky's residency requirements entitling the District to claim funding under the Missouri School Finance Laws.
- B. Allow, at the U.S. Forest Service's sole discretion, to have a Kentucky certified teacher employed by the U.S. Forest Service learn the operation of the District's program with the allowance that the program can be operated by this teacher when District schools are not in session but the JCCCC is in session. The U.S. Forest Service teacher will only be allowed to administer books, monitor students, and assign assignments. The credits earned or completed during this time will not be considered part of the requirements needed for a [REDACTED] HSD unless they are certified and approved by the District's Kentucky certified teacher(s) upon his/her return.
- C. SCHOOL CALENDAR. By July of each year, the parties will develop a mutually acceptable alternative calendar of school days for the up-coming academic year, which will provide for the operation of the school at least 195 school days for students and 205 days for teachers. Classes will not be held on federal holidays, nor will they be held during the District scheduled holiday breaks at Thanksgiving, Christmas or the scheduled spring break. The program will provide student instruction on each school day between the hours of 7:30 a.m. and 3:30 p.m. (no banking of time).
- D. PROGRAM ESTABLISHMENT. The parties acknowledge that during the 1999/2000 academic year, the District established the [REDACTED] Academy High School Program at the JCCCC's facility in [REDACTED] Kentucky. The District,



pursuant to the terms of this agreement, will continue to operate said program for students enrolled in the Job Corps Program.

- E. PROGRAM DESCRIPTION - STANDARDS. The District and the U.S. Forest Service shall at all times exercise their best efforts to maintain accreditation. The District will ensure that the [REDACTED] Academy High School Program is of comparable quality and meets the same standards required of educational programs offered by the District as its own facilities. The [REDACTED] Academy High School Program will maintain a medium or above evaluation on Department of Labor Performance Measurement Standards (P.M.S.) and Department of Labor Compliance Standards for Job Corps Centers. The program will be maintained as an open-entry/open-exit program. The parties agree and acknowledge that the [REDACTED] Academy High School Program shall be in addition to and not a substitution for existing JCCCC educational programs.
- F. DISTRICT REVENUE ALLOCATION. Anything herein to the contrary, notwithstanding, the District shall not be required, in order to fulfill its responsibilities pursuant to this agreement, to fund the [REDACTED] Academy High School Program from local tax revenues. State revenues received in the [REDACTED] School District based upon actual membership and average daily attendance for students enrolled in the High School program will be used for the program at the [REDACTED] JCCCC site and at the [REDACTED] School district level. It is understood that at no time will the [REDACTED] School District commit to expenditures beyond the revenue available for the program.
- G. GOVERNING LAW. This agreement shall be governed by and constructed in accordance with the laws of the State of Kentucky and the federal government agencies.
- H. RESPONSIBILITIES OF PARTIES. The U.S. Forest Service and the District and their respective agencies and office will handle their own activities and utilize their own resources, including the expenditure of their own funds, in pursuing these objectives. Each party will carry out its separate activities in a coordinated and mutually beneficial manner.
- I. PRINCIPAL CONTACTS. Individuals listed below are authorized to act in their respective areas for matters related to this agreement.



**Principal Cooperator Contacts:**

Cooperator Program Contact	Cooperator Administrative Contact
[REDACTED]	[REDACTED]

**Principal U.S. Forest Service Contacts:**

U.S. Forest Service Program Manager Contact	U.S. Forest Service Administrative Contact
[REDACTED]	[REDACTED]

- J. **NON-FEDERAL STATUS FOR COOPERATOR PARTICIPANT LIABILITY.**  
District agree(s) that any of their employees, volunteers, and program participants shall not be deemed to be Federal employees for any purposes including Chapter 171 of Title 28, United States Code (Federal Tort Claims Act) and Chapter 81 of Title 5, United States Code (OWCP), as District hereby willingly agrees to assume these responsibilities.

Further, District shall provide any necessary training to District's employees, volunteers, and program participants to ensure that such personnel are capable of performing tasks to be completed. District shall also supervise and direct the work of its employees, volunteers, and participants performing under this agreement.

- K. **NOTICES.** Any communications affecting the operations covered by this agreement given by the U.S. Forest Service or District are sufficient only if in writing and delivered in person, mailed, or transmitted electronically by e-mail or fax, as follows:

To the U.S. Forest Service Program Manager, at the address specified in the agreement.

To District, at the address shown in the agreement or such other address designated within the agreement.

Notices are effective when delivered in accordance with this provision, or on the effective date of the notice, whichever is later.



- L. PARTICIPATION IN SIMILAR ACTIVITIES. This agreement in no way restricts the U.S. Forest Service or District from participating in similar activities with other public or private agencies, organizations, and individuals.
- M. ENDORSEMENT. Any of District's contributions made under this agreement do not by direct reference or implication convey U.S. Forest Service endorsement of District's products or activities.
- N. MEMBERS OF U.S. CONGRESS. Pursuant to 41 U.S.C. 22, no member of, or delegate to, Congress shall be admitted to any share or part of this agreement, or benefits that may arise therefrom, either directly or indirectly.
- O. ELIGIBLE WORKERS. District shall ensure that all employees complete the I-9 form to certify that they are eligible for lawful employment under the Immigration and Nationality Act (8 USC 1324a). District shall comply with regulations regarding certification and retention of the completed forms. These requirements also apply to any contract awarded under this agreement.
- P. SYSTEM FOR AWARD MANAGEMENT REGISTRATION REQUIREMENT (SAM). District shall maintain current information in the System for Award Management (SAM). This requires review and update to the information at least annually after the initial registration, and more frequently if required by changes in information or agreement term(s). For purposes of this agreement, System for Award Management (SAM) means the Federal repository into which an entity must provide information required for the conduct of business as a Cooperative. Additional information about registration procedures may be found at the SAM Internet site at [www.sam.gov](http://www.sam.gov).
- Q. NONDISCRIMINATION. The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or a part of an individual's income is derived from any public assistance program. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, and so forth.) should contact USDA's TARGET Center at (202) 720-2600 (voice and TDD). To file a complaint of discrimination write to USDA, Director, Office of Civil Rights, 1400 Independence Avenue, S.W., Washington, D.C. 20250-9410 or call (800) 795-3272 (voice) or (202) 720-6382 (TDD). USDA is an equal opportunity provider and employer.
- R. AGREEMENT CLOSEOUT. Within 90 days after expiration or notice of termination the parties shall close out the agreement.





Within a maximum of 90 days following the date of expiration or termination of this agreement, all reports required by the terms of the agreement must be submitted to the U.S. Forest Service by District.

S. PROGRAM MONITORING AND PROGRAM PERFORMANCE REPORTS

The parties to this agreement shall monitor the performance of the agreement activities to ensure that performance goals are being achieved.

Performance reports must contain information on the following:

- A comparison of actual accomplishments to the goals established for the period where the output of the project can be readily expressed in numbers, a computation of the cost per unit of output, if applicable.
- Reason(s) for delay if established goals were not met.
- Additional pertinent information.

The U.S. Forest Service Program Manager shall submit annual performance reports. These reports are due 90 days after the reporting period.

T. RETENTION AND ACCESS REQUIREMENTS FOR RECORDS. District shall retain all records pertinent to this agreement for a period of no less than 3 years from the expiration or termination date. As used in this provision, records includes books, documents, accounting procedures and practice, and other data, regardless of the type or format. District shall provide access and the right to examine all records related to this agreement to the U.S. Forest Service Inspector General, or Comptroller General or their authorized representative. The rights of access in this section must not be limited to the required retention period but must last as long as the records are kept.

If any litigation, claim, negotiation, audit, or other action involving the records has been started before the end of the 3-year period, the records must be kept until all issues are resolved, or until the end of the regular 3-year period, whichever is later.

U. FREEDOM OF INFORMATION ACT (FOIA). Public access to agreement records must not be limited, except when such records must be kept confidential and would have been exempted from disclosure pursuant to Freedom of Information regulations (5 U.S.C. 552). Requests for research data are subject to 2 CFR 215.36.

Public access to culturally sensitive data and information of Federally recognized Tribes may also be explicitly limited by P.L. 110-234, Title VIII Subtitle B §8106 (2009 Farm Bill).

V. TEXT MESSAGING WHILE DRIVING. In accordance with Executive Order (EO) 13513, "Federal Leadership on Reducing Text Messaging While Driving," any and



all text messaging by Federal employees is banned: a) while driving a Government owned vehicle (GOV) or driving a privately owned vehicle (POV) while on official Government business; or b) using any electronic equipment supplied by the Government when driving any vehicle at any time. All Coopeatives, their Employees, Volunteers, and Contractors are encouraged to adopt and enforce policies that ban text messaging when driving company owned, leased or rented vehicles, POVs or GOVs when driving while on official Government business or when performing any work for or on behalf of the Government.

- W. PUBLIC NOTICES. It is the U.S. Forest Service's policy to inform the public as fully as possible of its programs and activities. District is/are encouraged to give public notice of the receipt of this agreement and, from time to time, to announce progress and accomplishments.

District may call on the U.S. Forest Service's Office of Communication for advice regarding public notices. District is/are requested to provide copies of notices or announcements to the U.S. Forest Service Program Manager and to U.S. Forest Service's Office of Communications as far in advance of release as possible.

- X. GOVERNMENT-FURNISHED PROPERTY. District may only use U.S. Forest Service property furnished under this agreement for performing tasks assigned in this agreement. District shall not modify, cannibalize, or make alterations to U.S. Forest Service property. A separate document, Form AD-107, must be completed to document the loan of U.S. Forest Service property. The U.S. Forest Service shall retain title to all U.S. Forest Service-furnished property. Title to U.S. Forest Service property must not be affected by its incorporation into or attachment to any property not owned by the U.S. Forest Service, nor must the property become a fixture or lose its identity as personal property by being attached to any real property.

*District Liability for Government Property.*

1. Unless otherwise provided for in the agreement, District shall not be liable for loss, damage, destruction, or theft to the Government property furnished or acquired under this contract, except when any one of the following applies:
  - a. The risk is covered by insurance or District is otherwise reimbursed (to the extent of such insurance or reimbursement).
  - b. The loss, damage, destruction, or theft is the result of willful misconduct or lack of good faith on the part of District's managerial personnel. District's managerial personnel, in this provision, means District's directors, officers, managers, superintendents, or equivalent representatives who have supervision or direction of all or substantially all of District's business; all or substantially all of District's operation at any one plant or separate location; or a separate and complete major industrial operation.
2. District shall take all reasonable actions necessary to protect the Government property from further loss, damage, destruction, or theft. District shall separate the damaged and undamaged Government property, place all the affected





Government property in the best possible order, and take such other action as the Property Administrator directs.

3. District shall do nothing to prejudice the Government's rights to recover against third parties for any loss, damage, destruction, or theft of Government property.
4. Upon the request of the Grants Management Specialist, District shall, at the Government's expense, furnish to the Government all reasonable assistance and cooperation, including the prosecution of suit and the execution of agreements of assignment in favor of the Government in obtaining recovery.

- Y. REMEDIES FOR COMPLIANCE RELATED ISSUES. If District materially fail(s) to comply with any term of the agreement, whether stated in a Federal statute or regulation, an assurance, or the agreement, the U.S. Forest Service may wholly or partly suspend or terminate the current agreement.
- Z. TERMINATION BY MUTUAL AGREEMENT. This agreement may be terminated, in whole or part, as follows:
1. When the U.S. Forest Service and District agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated.
  2. By 30 days written notification by District to the U.S. Forest Service setting forth the reasons for termination, effective date, and in the case of partial termination, the portion to be terminated. If the U.S. Forest Service decides that the remaining portion of the agreement does not accomplish the purpose for which the award/agreement was made, the U.S. Forest Service may terminate the award upon 30 days written notice in its entirety.
- AA. ALTERNATE DISPUTE RESOLUTION – PARTNERSHIP AGREEMENT. In the event of any issue of controversy under this agreement, the parties may pursue Alternate Dispute Resolution procedures to voluntarily resolve those issues. These procedures may include, but are not limited to conciliation, facilitation, mediation, and fact finding.
- BB. DEBARMENT AND SUSPENSION. District shall immediately inform the U.S. Forest Service if they or any of their principals are presently excluded, debarred, or suspended from entering into covered transactions with the Federal Government according to the terms of 2 CFR Part 180. Additionally, should District or any of their principals receive a transmittal letter or other official Federal notice of debarment or suspension, then they shall notify the U.S. Forest Service without undue delay. This applies whether the exclusion, debarment, or suspension is voluntary or involuntary.

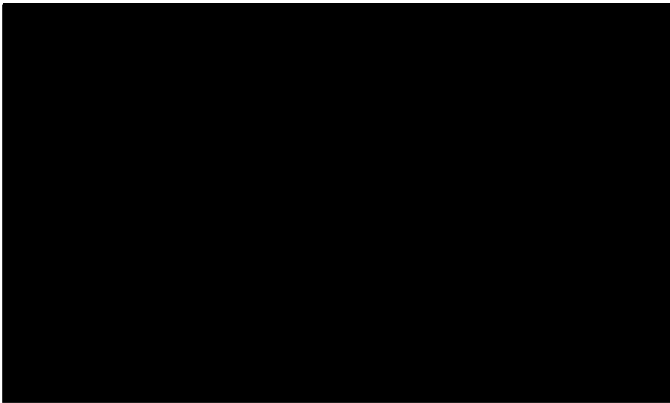


CC. MODIFICATIONS. Modifications within the scope of this agreement must be made by mutual consent of the parties, by the issuance of a written modification signed and dated by all properly authorized, signatory officials, prior to any changes being performed. Requests for modification should be made, in writing, at least 30 days prior to implementation of the requested change.

DD. COMMENCEMENT/EXPIRATION DATE. This agreement is executed as of the date of the last signature and is effective through July 1, 2021 at which time it will expire. The expiration date is the final date for completion of all work activities under this agreement.

## VI. APPROVAL.

AUTHORIZED REPRESENTATIVES. By signature below, each party certifies that the individuals listed in this document as representatives of the individual parties are authorized to act in their respective areas for matters related to this agreement. In witness whereof, the parties hereto have executed this agreement as of the last date written below.

5-19-16

Date

5/19/16

Date





The authority and format of this agreement have been reviewed and approved for signature.



5/6/16  
Date

U.S. Forest Service Grants Management Specialist

Burden Statement

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0217. The time required to complete this information collection is estimated to average 4 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at 202-720-2600 (voice and TDD).

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call toll free (866) 632-9992 (voice). TDD users can contact USDA through local relay or the Federal relay at (800) 877-8339 (TDD) or (866) 377-8642 (relay voice). USDA is an equal opportunity provider and employer.