

MEMORANDUM OF UNDERSTANDING

AMONG

KENTUCKY HIGHER EDUCATION ASSISTANCE AUTHORITY
AND

KENTUCKY CAMPUS COMPACT
AND

THE JEFFERSON COUNTY BOARD OF EDUCATION ON BEHALF OF
SOUTHERN HIGH SCHOOL

THIS MEMORANDUM OF UNDERSTANDING (the AGREEMENT) is made and entered into as of the
24th day of May, 2017, by and among
the Kentucky Higher Education Assistance Authority (KHEAA) and
Kentucky Campus Compact (KyCC) and the Jefferson County Board of Education (JCBOE) on behalf of
Southern High School
RE: Kentucky College Coaches (KCC) AmeriCorps Program

WITNESSETH:

WHEREAS, KHEAA administers various student financial aid programs and conducts myriad outreach activities in order to help improve access to higher education for Kentucky students and their families; and,

WHEREAS, KYCC is a statewide coalition of college and university presidents that promotes public and community service that develops citizenship skills, helps campuses forge effective community partnerships and provides resources and training to integrate civic and community-based learning into the curriculum; and

WHEREAS, JCBOE is a Kentucky local board of education that operates the Jefferson County Public Schools in Jefferson County, Kentucky; and,

WHEREAS, Southern High School is a certified public high school operated by JCBOE and located within the Commonwealth of Kentucky; and,

WHEREAS, Kentucky College Coaches is an AmeriCorps initiative, administered by Kentucky Campus Compact, that will place recent college graduates in high schools to provide mentoring and hands-on advising, and help students and families understand college readiness and navigate the often complicated path from high school to postsecondary education;

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, and for other good and valuable consideration, the receipt, mutuality and sufficiency of which is hereby acknowledged by the parties to this AGREEMENT, KHEAA and KYCC and JCBOE hereby COVENANT AND AGREE as follows:

I. OBLIGATIONS OF KHEAA

KHEAA shall undertake the following obligations:

- A. Place a fully-trained AmeriCorps Kentucky College Coaches (KCC) AmeriCorps member in Southern High School to serve as a full-time near-peer mentor for students for a service term beginning September 1, 2016 and ending June 30, 2017.
- B. Provide regular, rotating oversight for Kentucky College Coaches AmeriCorps members, including onsite observations, drop-in visits, webinars and conference calls, to ensure they are engaged in service activities to help high school students and their parents develop higher education aspirations, understand their options for postsecondary education and learn about/use the resources available to help pay for education beyond high school.
- C. Provide age-appropriate publications and outreach services to students and parents and training on KHEAA resources to school personnel.
- D. Ensure AmeriCorps members follow, participate in, and complete Kentucky College Coaches paperwork, curriculum, and national service events.
- E. Facilitate positive relationships, negotiate any conflicts between AmeriCorps members and site supervisors and make recommendations to improve the delivery of programs and services.
- F. Ensure high schools fulfill the obligations listed in Section II.
- G. Conduct a performance evaluation of the KCC AmeriCorps member. Evaluation reports will be due 90 days after the member's initial start date and once more prior to the end of their service period.

II. OBLIGATIONS OF JCBOE

JCBOE shall ensure that Southern High School shall undertake the following obligations:

- A. Host full-time AmeriCorps Kentucky College Coach (KCC) during the service period of September 1, 2016 to June 30, 2017.
- B. Provide an on-site supervisor/mentor for the AmeriCorps Kentucky College Coaches AmeriCorps member (KCC AmeriCorps member) who will be available to the member throughout the year. This person should help the member create a work plan that is specific to the school, meet with the member on a weekly basis and be a mentor to this young professional. This site supervisor is to ensure that the KCC AmeriCorps member is being effective and to assist the KCC AmeriCorps member in connecting with students, parents, families and teachers.
- C. Provide an orientation for the AmeriCorps member – to the school and to the community.
- D. Provide confidentiality training and documentation for the AmeriCorps member.
- E. Provide the KCC AmeriCorps member with opportunities to interact with core students and parents through parent nights, class presentations, and other events at the school. Provide access to college planning resources and materials to whole school population.
- F. Provide a workspace for the member – desk, cubicle, secure file storage, phone, and desktop or laptop computer with access to a computer network.

- G. Provide KCC AmeriCorps member with access to student data (with appropriate parent permission) and Individual Learning Plans; provide read-only access to Infinite Campus (for which they have parent permission.)
- H. If Southern High School participates in KHEAA's FAFSA Completion Initiative via an approved Data Sharing Agreement, allow the KCC AmeriCorps member access to the student-level data included for the purpose of helping students apply for financial aid for college.

If the KCC AmeriCorps member has access to student records as provided in the preceding paragraph, KyCC agrees that the KCC AmeriCorps member shall at all times (a) comply with the Family Educational Rights and Privacy Act of 1974 ("FERPA"), and (b) limit the access to those records to the KCC AmeriCorps member and those other employees, contractors or agents of KHEAA, if any, for whom access is essential for the performance of this AGREEMENT. Without limitation of the preceding sentence, KyCC agrees, in cooperation with Southern High School site supervisor, to instruct the KCC AmeriCorps member, to:

In all respects comply with the provisions of FERPA. For purposes of this AGREEMENT, "FERPA" includes the requirements of Chapter 99 of Title 34 of the Code of Federal Regulations.

Use any such student records for no purpose other than to fulfill the purposes of this AGREEMENT, and not share any such student records with any person or entity other than the KCC AmeriCorps member and those other employees, contractors or agents of KyCC, if any, for whom access is essential for the performance of this AGREEMENT, without the approval of the Board.

Require the KCC AmeriCorps member to comply with all applicable provisions of FERPA with respect to any such student records.

Require the KCC AmeriCorps member to maintain any such student records in the secure JCBOE computer network, and not copy, reproduce or transmit any such student records except as necessary to fulfill the purposes of this AGREEMENT.

Require the KCC AmeriCorps member to conduct services under this AGREEMENT in a manner that does not permit the identification of an individual student by anyone other than the KCC AmeriCorps member and any other employees, contractors or agents of KyCC having a legitimate interest in knowing such personal identification, and not disclose any such student records in a manner that would permit the identification of an individual student in any published results of studies.

Require the KCC AmeriCorps member to destroy or return to the Southern High school site supervisor any such student records obtained under this AGREEMENT within thirty days after the date when they are no longer needed by the KCC AmeriCorps member for the purposes of this AGREEMENT.

- I. Identify a targeted group of approximately 60-80 students for the KCC AmeriCorps member to mentor, assist, and work with on a regular basis – a group of students who are on track to graduate from high school but who are at risk of not attending college.
- J. Be familiar with and support the member in adhering to the AmeriCorps Kentucky College Coaches Contract (included in the Enrollment Packet) and Policies and Procedures Handbook, including a grievance procedure.

- K. Sign off on reports created by the KCC AmeriCorps member that tracks the member's service hours and activities. Both timesheets and the progress reports will be submitted once each month. In the event there are concerns about member hours, timesheets may be requested more frequently.
- L. Conduct a performance evaluation of the KCC AmeriCorps member. Evaluation reports will be due 90 days after the member's initial start date and once more prior to the end of their service period.
- M. Participate in a program survey of KCC AmeriCorps members and school site supervisors.
- N. Site participation is contingent upon a school district's agreement to refrain from hiring KCC AmeriCorps members until they complete their term of service.

III. OBLIGATIONS OF KyCC

- A. Assume responsibility for the administration of the Kentucky College Coaches grant, including the portion of the grant allocated to intermediary partner KHEAA.
- B. Complete Sex Offender Registry check, state background check and FBI fingerprint checks for each AmeriCorps member.
- C. Compile data from each AmeriCorps member and complete quarterly and end-of-year reports for the funder.
- D. Provide leadership to the KHEAA program advisor so she can be up-to-date on state and federal grant guidelines.
- E. Provide training for all Kentucky College Coaches AmeriCorps members and the program advisors, with input from members and program advisors.
- F. Conduct monitoring site visits with KCC AmeriCorps members and their host schools to ensure members are in compliance with the grant guidelines and to provide any needed technical assistance to the members and/or the schools.

IV. TERM OF AGREEMENT

This AGREEMENT is effective as of the date set forth above through June 30, 2017. Any party has the right to terminate or cancel this AGREEMENT without cause upon thirty (30) days prior written notice to the other parties; however, termination or expiration of this AGREEMENT will not negate the obligations or rights of the parties incurred before such termination or expiration.

V. MISCELLANEOUS PROVISIONS

- 1. The terms and conditions of this AGREEMENT shall be binding upon and shall inure to the benefit of the parties hereto and their successors and assigns.
- 2. This AGREEMENT sets forth the entire understanding of the parties with respect to the subject matter hereof, supersedes all existing agreements among them concerning the subject matter hereof, and may be modified only by a written instrument duly executed by each of the parties hereto.

The undersigned agree to THIS MEMORANDUM OF UNDERSTANDING among the Kentucky Higher Education Assistance Authority (KHEAA) and Kentucky Campus Compact (KYCC) and the Jefferson County Board of Education (JCBOE) on behalf of Southern High School.

AGREED TO BY:

JEFFERSON COUNTY BOARD OF EDUCATION

Donna Hargens, Ed.D.
Superintendent, School District

Date

AGREED TO BY:

KENTUCKY CAMPUS COMPACT

Gayle Hilleke
Executive Director
Kentucky Campus Compact

Date

AGREED TO BY:

KENTUCKY HIGHER EDUCATION ASSISTANCE AUTHORITY

Dr. Carl Rollins
Executive Director
Kentucky Higher Education
Assistance Authority

Date

EXAMINED AS TO FORM & LEGALITY:

(Print)
KHEAA Legal Counsel
Kentucky Higher Education
Assistance Authority

Date