

MEMORANDUM OF UNDERSTANDING

BETWEEN
KENTUCKY HIGHER EDUCATION ASSISTANCE AUTHORITY
AND
KENTUCKY CAMPUS COMPACT
AND
THE JEFFERSON COUNTY BOARD OF EDUCATION
ON BEHALF OF VALLEY HIGH SCHOOL

**THIS MEMORANDUM OF UNDERSTANDING
(the AGREEMENT)**

is made and entered into on July 17, 2019 by and between
the Kentucky Higher Education Assistance Authority (KHEAA) and
Kentucky Campus Compact (KYCC) and The
Jefferson County Board of Education (JCBOE)
on behalf of Valley High School

RE: Kentucky College Coaches 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, JCBOE is a Kentucky local board of education that operates Jefferson County Public Schools in Jefferson County, Kentucky; and,

WHEREAS, Valley 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 (KYCC), 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, KYCC and JCBOE hereby COVENANT AND AGREE as follows:

I. OBLIGATIONS OF KHEAA

KHEAA shall undertake the following obligations:

- A. Place an AmeriCorps member in the school to serve as a full-time near-peer mentor for students for a service term beginning August 1, 2019 and ending May 31, 2020.
- B. Provide regular, rotating oversight for 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 the 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 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

- A. Host full-time AmeriCorps College Coach during the service period of August 1, 2019 to May 31, 2020.
- B. Provide an on-site supervisor/mentor for the AmeriCorps member who will be available to the member throughout the year. The assigned supervisor will participate in required training webinars, and he/she 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 AmeriCorps member is being effective and to assist the AmeriCorps member in connecting with students, parents, families and teachers.
- C. Provide in-depth on-site training for the AmeriCorps member, included but not limited to: on-site orientation to the high school and community, confidentiality training and documentation, safety and emergency procedures, introductions during a staff meeting.
- D. Provide the 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.
- E. Provide a workspace for the Americorps member – desk or cubicle, secure file storage, phone, and desktop or laptop computer with access to a computer network.
- F. Provide AmeriCorps member access to student data and Individual Learning Plans (with appropriate parent permission); provide a minimum of read-only access to Infinite Campus information for which they have appropriate parent permission.
- G. If the school participates in KHEAA's FAFSA Completion Initiative via an approved Data Sharing Agreement, allow the AmeriCorps member access to the student-level data included for the purpose of helping students apply for financial aid for college (with appropriate parent permission).

If the AmeriCorps member has access to student records as provided in the preceding paragraph, KHEAA and KYCC agrees that the AmeriCorps member shall at all times (a) comply with the Family Educational Rights and Privacy Act of 1974 ("FERPA"), 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, KHEAA agrees, and agrees to instruct the 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 AmeriCorps member and those other employees, contractors or agents of KHEAA and/ or KYCC, if any, for whom access is essential for the performance of this AGREEMENT, without the approval of the Board.

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

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

Require the 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 AmeriCorps member and any other employees, contractors or agents of KHEAA 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 AmeriCorps member to destroy or return to the Board any such student records obtained under this AGREEMENT within thirty days after the date when they are no longer needed by the AmeriCorps member for the purposes of this AGREEMENT.

- H. Identify a targeted group of approximately 60-80 students (15-20 per grade level) for the 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.
- I. Be familiar with and support the member in adhering to the AmeriCorps Kentucky College Coaches Contract (included in the Member Service Agreement) and Policies and Procedures Handbook, including a grievance procedure.
- J. Review and approve reports created by the AmeriCorps member that tracks the member's service hours and activities. Both timesheets and the progress reports are submitted once each month. In the event there are concerns about member hours, timesheets may be requested more frequently.
- K. Conduct a performance evaluation of the 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.
- L. Participate in a program survey of AmeriCorps members and school site supervisors.

- M. Host school participation is contingent upon a school district's agreement to refrain from hiring Kentucky College Coaches AmeriCorps members until they complete their term of service. The consequences for hiring AmeriCorps members during the service term include a review of the partnership and potential removal from the program in future years.

III. OBLIGATIONS OF KYCC

- A. Assume responsibility for the administration of the Kentucky College Coaches/AmeriCorps grant including the portion of the grant allocated to intermediary partner KHEAA.
- B. Complete Sex Offender Registry check, state of residence (if applicable), Kentucky state background check and FBI fingerprint checks for each Kentucky College Coaches AmeriCorps member.
- C. Compile data from each Kentucky College Coaches AmeriCorps member and complete quarterly and end-of-year reports for the funder.
- D. Provide leadership to the KHEAA program advisor so he/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 Kentucky College Coaches AmeriCorps members and their host schools to ensure members are compliant 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 from the date signed through May 31, 2020. 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.

IV. 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 between the Kentucky Higher Education Assistance Authority (KHEAA) and Kentucky Campus Compact (KYCC) and Jefferson County Board of Education (JCBOE) on behalf of Valley High School.

AGREED TO BY:

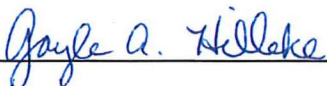
Jefferson County Board of Education

Dr. Martin A. Pollio
Superintendent, Jefferson County Public Schools

Date

AGREED TO BY:

KENTUCKY CAMPUS COMPACT




Gayle Hilleke
Executive Director
Kentucky Campus Compact



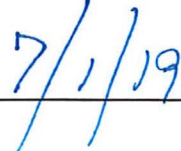
Date

AGREED TO BY:

KENTUCKY HIGHER EDUCATION ASSISTANCE AUTHORITY

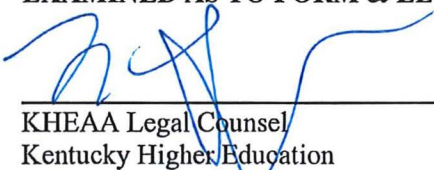


Gene Hutchins
Executive Director
Kentucky Higher Education Assistance Authority

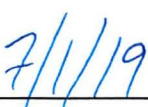


Date

EXAMINED AS TO FORM & LEGALITY:



KHEAA Legal Counsel
Kentucky Higher Education
Assistance Authority



Date