

MEMORANDUM OF UNDERSTANDING

BETWEEN

KENTUCKY HIGHER EDUCATION ASSISTANCE AUTHORITY
AND

KENTUCKY CAMPUS COMPACT
AND

JEFFERSON COUNTY PUBLIC SCHOOLS

THIS MEMORANDUM OF UNDERSTANDING (the AGREEMENT) is made and entered into on
August 1, 2020 by and between
the Kentucky Higher Education Assistance Authority (KHEAA) and
Kentucky Campus Compact (KyCC) and Valley High School

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, Jefferson County Public Schools and Valley High School is a certified public high school located within the Commonwealth of Kentucky; and,

WHEREAS, Kentucky Campus Compact (KyCC) administers the Kentucky College Coaches (KCC) AmeriCorps program 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 Jefferson County Public Schools and Valley High School, and KyCC hereby COVENANT AND AGREE as follows:

I. OBLIGATIONS OF KHEAA

KHEAA shall undertake the following obligations:

- A. Place a Kentucky College Coaches AmeriCorps member in the school to serve as a full-time near-peer mentor for students for a service term beginning August 1, 2020 and ending May 31, 2021. Coaches who choose to return the next year (Aug 1, 2021) may have an opportunity to serve during June and July, 2021 depending on funding availability and concurrence with all three parties to this MOU.
- B. Assist with recruiting a new member for the school if the current coach is not returning.
- C. 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.
- D. Provide age-appropriate publications and outreach services to students and parents and training on KHEAA resources to school personnel.

- E. Ensure AmeriCorps members follow, participate in, and complete Kentucky College Coaches paperwork, curriculum, and national service events.
- F. Facilitate positive relationships, negotiate any conflicts between AmeriCorps members and site supervisors and make recommendations to improve the delivery of programs and services.
- G. Ensure high schools fulfill the obligations listed in Section II.
- H. 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 JEFFERSON COUNTY PUBLIC SCHOOLS AND VALLEY HIGH SCHOOL

Valley High School shall undertake the following obligations:

- A. Host a full-time AmeriCorps College Coach during the service period of August 1, 2020 to May 31, 2021. Coaches who choose to return the next year (Aug 1, 2021) may have an opportunity to serve during June and July, 2021 depending on funding availability and concurrence with all three parties to this MOU.
- B. Take an active role in recruiting a new coach if the current coach is not returning.
- C. Provide an on-site supervisor/mentor for the KCC AmeriCorps member who will be available to the member throughout the year. The assigned supervisor will participate in required training webinars, 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.
- D. Provide in-depth on-site training for the KCC 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.
- E. Using a target date of October 1, 2020, identify a specific group of approximately 60-80 students (15-20 per grade level) for the KCC AmeriCorps member to mentor, assist, and work with on a regular basis – these will be described as “core students.” These should be students who are on track to graduate from high school but who are at risk of not attending college.
- F. 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.
- G. Provide a workspace for the KCC AmeriCorps member – desk or cubicle, secure file storage, phone, and desktop or laptop computer with access to a computer network.
- H. Provide the KCC AmeriCorps member with a school email address, access to student data (with appropriate parent permission) and Individual Learning Plans.
- I. Provide a minimum of read-only access to Infinite Campus.
- J. If the 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.

- K. 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.
- L. Review and approve reports created by the KCC AmeriCorps member that track 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.
- M. 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.
- N. Participate in a program survey of KCC AmeriCorps members and school site supervisors.
- O. Host school participation is contingent upon a school district's agreement to refrain from hiring KCC AmeriCorps members until they complete their term of service. The consequences for hiring KCC 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. Ensure that the program uses all the AmeriCorps slots in the grant to place full-time equivalent AmeriCorps College Coaches during the service period of August 1, 2020 to May 31, 2021. Coaches who choose to return the next year (Aug 1, 2021) may have an opportunity to serve during June and July, 2021 depending on funding availability and concurrence with all three parties to this MOU.
- B. Assist with recruiting a new member for the school if the current coach is not returning.
- C. Complete Sex Offender Registry check, state of residence (if applicable), Kentucky state background check and FBI fingerprint checks for each AmeriCorps member.
- D. Compile data from each AmeriCorps member and complete quarterly and end-of-year reports for the funder.
- E. Serve as an off-site supervisor/mentor for the KCC AmeriCorps member and be available to the members throughout the year.
- F. Provide leadership to the KHEAA program advisor so he/she can be up-to-date on state and federal grant guidelines.
- G. Provide training for all Kentucky College Coaches AmeriCorps members and the program advisors, in partnership with members and program advisors.
- H. Conduct monitoring site visits with KCC 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 above through July 31, 2021. 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.
3. This AGREEMENT is executed in the Commonwealth of Kentucky, and the parties agree that it shall be construed, interpreted and applied in accordance with the laws thereof, and that the courts and authorities of Franklin County within the Commonwealth of Kentucky shall have sole jurisdiction and venue over all controversies arising hereunder.

The undersigned agree to THIS MEMORANDUM OF UNDERSTANDING between the Kentucky Higher Education Assistance Authority (KHEAA) and Kentucky Campus Compact and Jefferson County Public Schools and Valley High School.

AGREED TO BY:


Jefferson County Public Schools

Name
Superintendent, Jefferson County Public Schools

Date

AGREED TO BY:

KENTUCKY CAMPUS COMPACT




Gayle Hilleke
Executive Director
Kentucky Campus Compact

6/26/2020

Date

AGREED TO BY:

KENTUCKY HIGHER EDUCATION ASSISTANCE AUTHORITY



Gene Hutchins
Executive Director
Kentucky Higher Education Assistance Authority

6/30/2020

Date

EXAMINED AS TO FORM & LEGALITY:

Miles F. Justice, Esq.

Digitally signed by Miles F. Justice,
Esq.
Date: 2020.06.26 09:22:01 -04'00'

KHEAA Legal Counsel
Kentucky Higher Education
Assistance Authority

Date