



July 25, 2022

Dear Donald Norton,

The following FRYSC(s) in your district will be hosting AmeriCorps literacy tutors with the FRYSC Corps program during the 2022 - 2023 school year. A total of 2 service member(s) will serve in your district.

West Irvine FRC

Estill Springs/South Irvine FRC

Each site will recruit people to help students improve their reading skills and provide support to FRYSC efforts to remove nonacademic barriers to learning. FRYSC Corps will be working with FRSYC coordinators this summer to recruit for the positions.

Next Steps:

The attached **MOU** outlines the partnership between our program and the district. Please review the document and submit it as soon as possible for signature by the superintendent.

FRYSC Corps asks each host site to contribute \$6,500 and in-kind donation of supervision and workspace to support FRYSC Corps member administrative expenses. **Invoices** go directly to the FRYSC coordinator at the partner school.

Return a copy of the **signed MOU** to FRYSC AmeriCorps before service begins. Service may start no earlier than August 1, 2022. Please return the signed MOU by September 1.

Signed MOUs may be returned by mail or scan. FRYSC AmeriCorps, Att: Heather Musinski, 275 E. Main St., 3C-G, Frankfort, KY 40601 or email to heather.musinski@ky.gov

If you have questions, please contact Heather Musinski, grant manager.

Thank you very much for your help.

Sincerely,

A handwritten signature in black ink that reads "Heather Musinski".

Heather Musinski
AmeriCorps Grant Manager
Division of Family Resource and Youth Services Center



An AmeriCorps project serving through
Family Resource and Youth Services
Centers

Division of Family Resource and
Youth Services Centers
275 E. Main St. 3C-G
Frankfort, KY 40601

Phone: 502.564.4986
Fax: 502.564.6108
E-mail: heather.musinski@ky.gov

MEMORANDUM OF UNDERSTANDING

Estill County School System and FRYSC CORPS Program

This understanding is entered into between Legal Applicant FRYSC Corps and the partner district Estill County School System for 2022-2023 AmeriCorps program participation. The following is understood and agreed to by the parties:

FRYSC Corps is an AmeriCorps program that provides opportunities for individuals (hereafter referred to as "member") from the age of 18 and up, to contribute service in his or her own community. FRYSC Corps members, serve in K-12 schools providing literacy tutoring to targeted students with a focus on improving key reading skills. Youth members address food insecurity in their community. All members support the activities and programs offered through their host site's Family Resource and Youth Services Center. Members also mobilize community volunteers to serve as school volunteers. The recruitment of volunteers comes from three streams of service, which include middle and high school students, college and university students, and the community-at-large.

This document defines the responsibilities of the FRYSC Corps, the AmeriCorps project of Ohio Valley Educational Cooperative (OVEC) in partnership with the Division of Family Resource and Youth Services Centers (FRYSC). FRYSC Corps is funded in part by the AmeriCorps, the Agency through Serve Kentucky, the Kentucky commission on community and volunteer service. The obligations of the parties hereto are subject to and governed by the terms and conditions of the contract between Serve Kentucky and the FRYSC Corps program, which is incorporated herein by reference, and federal laws and regulations and the Corporation for National Community Service policies applicable to the program or which may become applicable to it subsequent to the execution of this memorandum of understanding.

FRYSC CORPS MISSION STATEMENT

FRYSC CORPS is an AmeriCorps project, with members committed to serving the children of Kentucky in partnership with caring families, supportive schools and resource centers, active communities and dedicated volunteers, providing literacy-rich opportunities to assist K-12 students in improving their reading skills, benefiting their entire lives.

FRYSC CORPS Partner Memorandum of Understanding 2022-2023

I. PARTNER DISTRICT ROLES AND RESPONSIBILITIES

- A. **Financial:** Provide financial support for match cost of members during the FRYSC Corps program year begins August 1, 2022 and ending July 31, 2023. Partner site contribution amount is identified on the invoice provided by FRYSC Corps/OVEC. Funds provided to the FRYSC Corps are intended as restricted donations to support all expenditures of FRYSC Corps programs, regardless of whether the expenses meet the requirements to be considered cash match. Any contribution exceeding the final costs incurred by FRYSC Corps shall be retained by FRYSC Corps and utilized as carryover for the benefit of subsequent year programs.

Partner site funds may come from federally funded sources with written permission from the funder. Title I funds are preauthorized to be used for AmeriCorps programs. The partner site must submit other federal funder's permission notification with payment.

If the partner site leaves this understanding prior to the member completing service FRYSC Corps may consider restoring the partner contribution if funds are available.

If the service member leaves their service position prior to serving 30% of their service term FRYSC Corps will restore part of the partner contribution if funds are available. No refund of partner contribution will be provided if the member is hired by the partner district.

In-kind donation for FRYSC Corps member support by sites is required. (Examples include supervision of FRYSC Corps member(s) by the FRYSC coordinator, tutoring or work supplies for member use, work space, technology usage and professional development like training to use school literacy interventions.

- B. **Member Replacement:** If a member leaves the program for any reason during the program year, that member may be replaced only if they have served less than 30% of their commitment as stated in the guidelines from the AmeriCorps, the Agency.

If a member cannot serve a full term based on personal compelling circumstances, they may choose to serve a lesser term only before 90 days have elapsed since their enrollment in the program. Days include weekends. If the circumstances of the vacancy allow, a site may recruit a person to augment service. This change may be approved by FRYSC Corps' grant manager on a limited basis.

- C. **Site Supervision:** The partner site provides site supervision of the FRYSC Corps member. The Family Resource or Youth Service Center Coordinator serves as the site supervisor. Site supervisors receive FRYSC CORPS orientation and site supervisor guidance as well as technical assistance from program staff. The site supervisor and the school principal must review and sign the service site agreement prior to August 1 of the program year.

The school principal may assume or appoint another school employee to site supervision of the FRYSC Corps member if the FRYSC Coordinator is unable to fulfill that role. The partner site must immediately notify FRYSC Corps of all supervision changes.

- D. **Site Supervisor Criminal History:** The KY mandated background check must be completed on the district employee acting as site supervisor of the FRYSC Corps service member. The result of that background check must clear that person to work in the partner school district.

- E. **Recruiting:** Sites are responsible for recruiting potential AmeriCorps/FRYSC Corps members. The FRYSC Corps application is required as the first step in this process. FRYSC Corps staff conduct screening interviews and make the AmeriCorps mission and goals clear prior to any final agreement of the applicant to enter this AmeriCorps program. The site supervisor and/or applicable school & district staff select the candidate they prefer for their site. Final approval must come from the FRYSC Corps.

- F. **Civil Rights / Equal Opportunity Policy:** AmeriCorps, the Agency has zero tolerance for the harassment of any individual or group of individuals for any reason. AMERICORPS, THE AGENCY is

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committed to treating all persons with dignity and respect. AMERICORPS, THE AGENCY prohibits all forms of discrimination based upon race, color, national origin, gender, age, religion, sexual orientation, disability, gender identity or expression, political affiliation, marital or parental status, or military service. Any such harassment, if found, will result in immediate corrective action, up to and including removal or termination of any AMERICORPS, THE AGENCY employee or volunteer. Recipients of federal financial assistance, be they individuals, partner sites, programs and/or projects are also subject to this zero tolerance policy. Where a violation is found, and subject to regulatory procedures, appropriate corrective action will be taken, up to and including termination of federal financial assistance from all federal sources.

Any person who believes that he or she has been discriminated against in violation of civil rights laws, regulations, or this policy, or in retaliation for opposition to discrimination or participation in discrimination complaint proceedings (e.g., as a complainant or witness) in any AMERICORPS, THE AGENCY program or project, may raise his or her concerns with our Office of Civil Rights and Inclusiveness (OCRI). Discrimination claims not brought to the attention of OCRI within 45 days of their occurrence may not be accepted in a formal complaint of discrimination. No one can be required to use a program, project or sponsor dispute resolution procedure before contacting OCRI. If another procedure is used, it does not affect the 45-day time limit. OCRI may be reached at (202) 606-7503 (voice), (202) 606-3472 (TTY), eo@cns.gov, or through <http://www.nationalservice.gov/>. AMERICORPS, THE AGENCY civil rights / equal opportunity requirements at <https://www.nationalservice.gov/build-your-capacity/grants/civil-rights-eo-reqs>

- G. **Member Terms of Service:** FRYSC CORPS members are contracted to serve through the Ohio Valley Educational Cooperative regardless of the district they serve. Members are not district employees. The definition of “participant” in the National and Community Service Act includes AmeriCorps members. Under the law, “a participant (member) shall not be considered to be an employee of the organization receiving assistance under the national service laws through which the participant (member) is engaged in service” (42 U.S.C. 12511(30)(B)).

FRYSC Corps staff must work with partner site supervisors to hire, terminate, reprimand, etc. members. Any concerns about the member must be brought to the attention of FRYSC Corps staff immediately. Ohio Valley Educational Cooperative provides a grievance protocol for the member. The member worker’s compensation and other applicable insurance are provided through contract with Ohio Valley Education Cooperative.

Service members are contractually obligated to perform a target number of service hours. Partner sites must provide tasks aligned with FRYSC AmeriCorps grant goals to the service member. If service opportunities are not available at the service site, FRYSC AmeriCorps will first work with school and/or district administration to identify alternate service within the school district. If appropriate alternate service is not available in district, FRYSC AmeriCorps may approve alternate service outside the district.

- H. **Member Criminal History:** All applicants accepting the offer of a FRYSC Corps service position must agree to the National Service Criminal History Check (NSCHC). The NSCHS comprises of
- state of service check name and fingerprint check is conducted through IdentiGo & KY State Police;
 - state of residence check is completed if the service member claims a residence outside KY;
 - Department of Justice’s Sex Offender database search
 - KY Child Abuse and Neglect search

The FRYSC Corps bears the cost of these searches. District initiated criminal history checks cannot substitute the NSCHC and FRYSC Corps will not pay the costs of a district required check. FRYSC Corps will provide a clearance letter when the individual’s results are adjudicated.

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Any individual who is registered or is required to register on a sex offender registry or was convicted of murder will not be cleared to participate in the FRYSC Corps program, even if the school district's policy may, under some circumstances (e.g. through an appeals process), allow it.

I. **PROHIBITED ACTIVITIES 45CFR § 2520.65:**

While charging time to the AmeriCorps program, accumulating service or training hours, or otherwise performing activities supported by the AmeriCorps program or AmeriCorps, staff and members may not engage in the following activities (see 45 CFR § 2520.65):

1. Attempting to influence legislation;
2. Organizing or engaging in protests, petitions, boycotts, or strikes;
3. Assisting, promoting, or deterring union organizing;
4. Impairing existing contracts for services or collective bargaining agreements;
5. Engaging in partisan political activities, or other activities designed to influence the outcome of an election to any public office;
6. Participating in, or endorsing, events or activities that are likely to include advocacy for or against political parties, political platforms, political candidates, proposed legislation, or elected officials;
7. Engaging in religious instruction, conducting worship services, providing instruction as part of a program that includes mandatory religious instruction or worship, constructing or operating facilities devoted to religious instruction or worship, maintaining facilities primarily or inherently devoted to religious instruction or worship, or engaging in any form of religious proselytization;
8. Providing a direct benefit to—
 - a. A business organized for profit;
 - b. A labor union;
 - c. A partisan political organization;
 - d. A nonprofit organization that fails to comply with the restrictions contained in section 501(c)(3) of the Internal Revenue Code of 1986 related to engaging in political activities or substantial amount of lobbying except that nothing in these provisions shall be construed to prevent participants from engaging in advocacy activities undertaken at their own initiative; and
 - e. An organization engaged in the religious activities described in paragraph I. 7. above, unless AmeriCorps assistance is not used to support those religious activities;
9. Conducting a voter registration drive or using AmeriCorps funds to conduct a voter registration drive;
10. Providing abortion services or referrals for receipt of such services; and
11. Such other activities as AmeriCorps may prohibit.

In addition to the above activities, the below activities are additionally prohibited:

Election and Polling Activities. AmeriCorps member may not provide services for election or polling locations or in support of such activities.

AmeriCorps members may not engage in the above activities directly or indirectly by recruiting, training, or managing others for the primary purpose of engaging in one of the activities listed above. Individuals may exercise their rights as private citizens and may participate in the activities listed above on their initiative, on non-AmeriCorps time, and using non- AmeriCorps funds.

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Individuals should not wear the AmeriCorps logo while doing engaging in any of the above activities on their personal time.

All locations where members serve should post a list of the prohibited activities, when possible.

NONDUPLICATION AND NONDISPLACEMENT 45CFR § 2540.100(e)-(f):

(e) Nonduplication.

Corporation assistance may not be used to duplicate an activity that is already available in the locality of a program. And, unless the requirements of paragraph (f) of this section are met, Corporation assistance will not be provided to a private nonprofit entity to conduct activities that are the same or substantially equivalent to activities provided by a State or local government agency in which such entity resides.

(f) Nondisplacement.

- 1) An employer may not displace an employee or position, including partial displacement such as reduction in hours, wages, or employment benefits, as a result of the use by such employer of a participant in a program receiving Corporation assistance.
- 2) An organization may not displace a volunteer by using a participant in a program receiving Corporation assistance.
- 3) A service opportunity will not be created under this chapter that will infringe in any manner on the promotional opportunity of an employed individual.
- 4) A participant in a program receiving Corporation assistance may not perform any services or duties or engage in activities that would otherwise be performed by an employee as part of the assigned duties of such employee.
- 5) A participant in any program receiving assistance under this chapter may not perform any services or duties, or engage in activities, that—
 - i. Will supplant the hiring of employed workers; or
 - ii. Are services, duties, or activities with respect to which an individual has recall rights pursuant to a collective bargaining agreement or applicable personnel procedures.
- 6) A participant in any program receiving assistance under this chapter may not perform services or duties that have been performed by or were assigned to any—
 - i. Presently employed worker;
 - ii. Employee who recently resigned or was discharged;
 - iii. Employee who is subject to a reduction in force or who has recall rights pursuant to a collective bargaining agreement or applicable personnel procedures;
 - iv. Employee who is on leave (terminal, temporary, vacation, emergency, or sick); or
 - v. Employee who is on strike or who is being locked out.

FUNDRAISING BY MEMBERS 45CFR § 2520.40:

AmeriCorps members may raise resources directly in support of your site's service activities. Examples of fundraising activities AmeriCorps members may perform include, but are not limited to, the following:

- 1) Seeking donations of books from companies and individuals for a program in which volunteers teach children to read;
- 2) Writing a grant proposal to a foundation to secure resources to support the training of volunteers;
- 3) Securing supplies and equipment from the community to enable volunteers to help build

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houses for low-income individuals;

- 4) Securing financial resources from the community to assist in launching or expanding a program that provides social services to the members of the community and is delivered, in whole or in part, through the members of a community-based organization;
- 5) Seeking donations from alumni of the program for specific service projects being performed by current members.

AmeriCorps members may not:

- 1) Raise funds for living allowances or for your site's general (as opposed to project) operating expenses or endowment;
- 2) Write a grant application to the AMERICORPS, THE AGENCY or to any other Federal agency.

45CFR § 2520.45: An AmeriCorps member may spend no more than ten percent of his or her originally agreed-upon term of service, as reflected in the member enrollment in the National Service Trust, performing fundraising activities, as described in §2520.40.

- J. **Performance Goals:** FRYSC CORPS members tutoring K-5 students have a target of tutoring 20-35 students using a school selected curriculum. Members working with grade 6-12 students have a target of 7-10 students. The school must provide training to the FRYSC Corps member to use school selected materials. Members must be allowed to complete 13 hours of tutoring with assigned students during the school year. Students who work with a FRYSC Corps member have the target of reaching their expected growth goal (EGG) as set by their teacher or instructional team. Growth is measured through school literacy assessment scores and teacher evaluation of student growth.
- K. **Student Assignment to Members:** FRYSC Corps members are intended to act as tutors providing reading support for individual and small groups (up to 10) of students identified as struggling to read at grade level. FRYSC Corps members are not trained to manage students identified with behavior disorders. FRYSC Corps members should not be assigned care of students who are identified with or suspected of having atypical impulse control or violent behavior.
- L. **Confidentiality of Student Data:** FRYSC Corps uses student assessment scores to document student growth. Our literacy tutors request assessment scores from student's teachers or reading specialists. Tutors assign students confidential IDs in FRYSC Corps' report management system, America Learns. Assessment scores, instruction notes and the amount of time a tutor sees a student become part of the student's confidential record. Student data is used in aggregate to evaluate program effectiveness meeting targets of literacy growth. Student data is exclusively used by FRYSC AmeriCorps staff or evaluators.
- M. **Civic Engagement:** The host site must support and promote the efforts of FRYSC Corps members to support their host FRYSC's components and to facilitate local community members to volunteer in school activities, community service, and other FRYSC Corps projects.
- N. **AMERICORPS, THE AGENCY or Serve Kentucky Requested Service:** The site will allow the FRYSC Corps member to participate in disaster relief/ emergency response efforts as requested by Serve Kentucky and/ or the FRYSC Corps staff.
- O. **Reporting:** The site supervisor must review and approve member time records, provide evaluation of member performance, site reports and other reports, surveys as required by FRYSC Corps, Serve KY, and AMERICORPS, THE AGENCY.
- P. **Communication:** Site supervisors or principals must immediately report any professional problems, extended absences or work-related accidents concerning the member to FRYSC Corps program staff. FRYSC, school or district staff may arrange for FRYSC Corps staff to present AmeriCorps/FRYSC Corps information at school board and other relevant meetings.

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- Q. **Meetings and Trainings:** Site supervisors should attend required program meetings intended for site supervisors. They may be required to participate in periodic teleconference meetings hosted by the program. The dates of those meetings are arranged and announced to all site supervisors. Meetings are posted on the FRYSC Corps shared calendar at <http://americalearns.net/ameriCorpsky>.

Members should attend FRYSC, school staff and organization meetings which provide information regarding school and district policies and procedures. FRYSC Corps members are required to attend meetings as required by FRYSC Corps staff. FRYSC, school and district requirements may not interfere with member attendance at FRYSC Corps/AmeriCorps required meetings.

- R. **Media Release:** The parties understand that partner school district may restrict the release of photographs, video and film identifying students. This is in keeping with school district policies relating to photographs, videos and student confidentiality. Media identifying students cannot be shared without parental/guardian permission filed with the school district.

II. FRYSC CORPS Roles and Responsibilities

- A. **Financial:** Provide additional financial support for the program and members, through grant funds.
- B. **Site Supervision:** Provide programmatic supervision and management to ensure quality of service, program accountability and member support.
- C. **Member Terms of Service:** Members are not district employees. The definition of "participant" in the National and Community Service Act includes AmeriCorps members. Under the law, "a participant (member) shall not be considered to be an employee of the organization receiving assistance under the national service laws through which the participant (member) is engaged in service" (42 U.S.C. 12511(30)(B)).

FRYSC Corps members are contracted to serve through the Ohio Valley Educational Cooperative regardless of the district they serve. Therefore, FRYSC Corps staff must work with site supervisors to hire, terminate, reprimand, etc. members. Any concerns about the member must be brought to the attention of THE FRYSC CORPS staff immediately.

Ohio Valley Educational Cooperative provides a grievance protocol for the member. The member worker's compensation and other applicable insurance are provided through contract with Ohio Valley Education Cooperative.

- D. **Performance Goals and Grant Oversight:** FRYSC Corps staff is required to review site and member progress to complete the performance goals in section I, paragraphs J, student assignments, paragraph K, and ensure student record confidentiality, paragraph L. In addition, a review of activity addressing the civic engagement goals in section 1, paragraph M are on track for completion. FRYSC Corps staff reviews the reports required for submission by members and site supervisor to ensure accuracy and completeness.
- E. **Civic Engagement:** Support and promote the efforts of FRYSC Corps and its partnership with the school district to support FRYSC core component programming and to inspire local community members to volunteer in school activities, community service, tutoring programs, and other FRYSC Corps projects.
- F. **Reporting:** Complete quarterly and other reports, and surveys as required by FRYSC Corps policy, Serve Kentucky, and AMERICORPS, THE AGENCY. Provide copies reports as requested to the Superintendent (or his/her designee) in order to communicate program information. FRYSC, school or district staff may arrange for FRYSC Corps staff to present AmeriCorps/FRYSC Corps information at school board and other relevant meetings.

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- G. **Meetings and Trainings:** Sponsor partner meetings, to provide information regarding program policies and procedures, as well as an opportunity for an exchange of information between all FRYSC Corps partners.
- H. **Mileage/Travel Costs:** The FRYSC Corps pays mileage on personal vehicles to enrolled FRYSC Corps members only for mandatory meetings and trainings. If overnight lodging is required as part of attendance at a mandatory meeting or training, the FRYSC Corps will either pay the costs or reimburse the member at the current per diem rate set by Ohio Valley Educational Cooperative. The FRYSC Corps will not reimburse mileage for travel requested by the host site.
- I. **Media:** Develop, create and publish articles, videos, displays and other forms of publicity. Using variety of media outlets, promoting the mission of FRYSC Corps and its partners.
- J. **Communication:** Report any problems or work-related accidents to partners immediately. Present information at school board and other relevant meetings as requested by partners.
- K. **Prohibited Activities:** Ensure that FRYSC Corps members will not engage or participate in any activity as outlined in section I, paragraph I of this agreement.
- L. **Member Criminal History Check:** The FRYSC Corps is responsible for initiating a National Service Criminal History Check for each service member prior to the service member's start of service. In compliance with the AmeriCorps, the Agency provisions, the grantee (FRYSC Corps) which serves a vulnerable population must check the service member's name record in (1) the Department of Justice's Sex Offender Database and (2) the state repository for the service location and the repository of the place of residence if different, and (3) a fingerprint check with the FBI's national repository. FRYSC Corps completes a KY CAN check for the service member.

A record of clearance decisions based on the results of these checks are considered grant documentation and are maintained with FRYSC Corps records at the Division of FRYSC at 275 E. Main St., Frankfort, KY. FRYSC Corps shares a clearance letter with the district.
- M. **Security:** Ensure that FRYSC Corps members adhere to all safety policies and procedures of the school district. Any and all FRYSC Corps members shall, prior to entering onto Estill County School grounds or buildings, submit to state criminal records check required of all Estill County School employees and volunteers.
- N. **Confidentiality:** Ensure that FRYSC Corps members maintain the confidentiality standards expected of all school district employees. Ensure that confidentiality of referred students is maintained. FRYSC Corps members shall, before entering onto any Estill County district grounds or buildings pursuant to this understanding, receive confidentiality training required of other community volunteers.

Student information shared with FRYSC Corps as part of tutor data collection is used exclusively to determine the effectiveness of FRYSC AmeriCorps intervention at the partner site. Individual student data is not shared with entities outside FRYSC Corps.

III. Amendments to this Understanding

This understanding may be changed or revised with the written consent of both parties.

FRYSC CORPS Partner Memorandum of Understanding 2022-2023

IV. Authorization

Estill County School System and FRYSC Corps hereby acknowledge by their signatures that they have read, understood, and agreed to the terms of this document. This understanding remain in effect until the end of the current program year, which is July 31, 2023.

FISCAL AGENCY

Ohio Valley Educational Cooperative

Signature on file at OVEC

Dr. Leon Mooneyhan, CEO

7/25/2022

Date

FRYSC CORPS/AMERICORPS PROGRAM

Heather Musinski

Heather Musinski, Grant Manager

7/25/2022

Date

PARTNER DISTRICT

School System

Jeff Saylor, Superintendent

Date