

MEMORANDUM OF UNDERSTANDING

BETWEEN

NKU RESEARCH FOUNDATION (NKURF) and KENTUCKY CAMPUS COMPACT (KyCC)

AND

Dayton Independent Schools

This three-year MEMORANDUM OF UNDERSTANDING (the AGREEMENT) is made and entered into on this _____ day of _____, 2023 by and between NKURF and KyCC and Dayton Independent Schools (the DISTRICT), and Dayton HS (the SCHOOL(S)).

WITNESSETH:

WHEREAS, NKURF serves as the fiscal agent for KyCC; and

WHEREAS, the Kentucky Campus Compact (KyCC) is a statewide coalition of college and university presidents who are committed to fulfilling the civic purposes of higher education. KyCC promotes public and community service that develops students' citizenship skills, helps campuses forge effective community partnerships, and provides resources and training for faculty seeking to integrate civic and community-based learning into the curriculum. College and career access and success is a main priority of Kentucky Campus Compact; and,

WHEREAS, Kentucky Campus Compact (KyCC) administers the Kentucky College Coaches (KCC) AmeriCorps program that places 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; and,

WHEREAS, The DISTRICT and The SCHOOL is a certified public high school located within the Commonwealth of Kentucky; and,

NOW, THEREFORE, in consideration of 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, KyCC and the DISTRICT, hereby COVENANT and AGREE as follows:

I. OBLIGATIONS OF KyCC

Kentucky Campus Compact shall undertake the following responsibilities:

- A. Ensure that the KCC program does due diligence to use all the AmeriCorps slots in the grant to place full-time near-peer mentors for students during the service period of August 1, 2023 to July 31, 2026, the three-year grant cycle from AmeriCorps, the Agency. The standard service period for KCC AmeriCorps members is a one-year term from August 1- May 31. Coaches who choose to return during the following service year have an opportunity to serve during June and July depending on funding availability and concurrence with all parties to this MOU.
- B. Ensure that members are embodying the mission, vision, and ethical standards of AmeriCorps.
- C. Assist with recruiting a new member for the school if the current coach is not returning or if the school is looking for their first member.

- D. Complete a National Sex Offender Registry check (NSOPW), state of residence check (if applicable), Child Abuse & Neglect (CAN) Background Check, and a National Service Criminal History Check with an FBI fingerprint check for each AmeriCorps member.
- E. Compile data from each AmeriCorps member and complete all required reports for the funder.
- F. Serve as an off-site supervisor/mentor for the KCC AmeriCorps members and be available to the members throughout the year.
- G. Provide training for all Kentucky College Coaches AmeriCorps members and program managers. Member topics will include confidentiality training and documentation of student data.
- H. 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.
- I. During site visits, include monitoring checks to ensure member(s) and host school(s) are compliant with the grant guidelines and to provide any needed technical assistance to the member(s) and/or the school(s).
- J. Invoice the SCHOOL(S) for the non-refundable* participation fee of \$8,000 per member who begins service anytime between August-December. Should a member start between January-March, KyCC will invoice the SCHOOL(S) for the non-refundable participation fee of \$4,000. Funding will be used for any and all expenses to support the members and any and all expenses for the program.
*If a member resigns during the first 35 days of service, the participation fee may be applied to a new member.
- K. Provide the balance of the Kentucky College Coach living allowance above the \$8,000 or \$4,000 contributed by the DISTRICT.
- L. Provide access to age-appropriate publications, resources, and outreach services for the coach to use at the school.
- M. Provide appropriate training for the KCC AmeriCorps members on topics such as college access, creating partnerships, and AmeriCorps policies and regulations which promote the goals and mission of AmeriCorps.
- N. Facilitate positive relationships, negotiate any conflicts between the AmeriCorps member and site supervisor, and make recommendations to improve delivery of programs and services.
- O. Ensure schools fulfill the obligations listed in Section II.

II. OBLIGATIONS OF THE DISTRICT AND THE SCHOOL(S)

- A. On an annual basis, host one or more Kentucky College Coaches AmeriCorps members during the grant period of August 1, 2023 to July 31, 2026. The standard annual service period is August 1- May 31. Coaches who choose to return during the following service year have an opportunity to serve during June and July depending on funding availability and concurrence with all parties to this MOU.

- B. On an annual basis, have the option to host one or more part-time AmeriCorps Peer Leaders (17 years of age or older) during the grant period of August 1, 2023 to July 31, 2026. Peer leaders support their peers or community members with academic support, financial wellness, social, and career success. Peer Leaders are able to choose between 100 or 300 hour positions and receive an end-of-service educational award. The standard service period is August 1- May 31, but upon agreement with all parties the service may be extended until July 31st.
- C. Take an active role in recruiting a new coach if the current coach is not returning.
- D. Provide the KCC AmeriCorps member(s) with an on-site supervisor/mentor who will be available to the member throughout the year. The assigned supervisor will participate in required KCC 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 the member. The 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.
Please list the Supervisor's Contact Information:

Supervisor Name: _____

Title: _____ Email: _____

- E. Provide in-depth on-site training for the KCC AmeriCorps member, including but not limited to: on-site orientation to the high school and community, safety and emergency procedures, confidentiality training, inclusion in faculty/staff distribution lists and introductions during a staff meeting.
- F. Using a target date of October 1, 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 generally be students who are on track to graduate from high school but who are at risk of not attending college.
- G. 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 the whole school population.
- H. Provide a workspace for the KCC AmeriCorps member – desk or cubicle, secure/locked file storage, phone, and desktop or laptop computer with access to computer networks. Provide the member with access to the school building.
- I. Provide the KCC AmeriCorps member with a school email address, access to student data (with appropriate parent permission) and Individual Learning Plans.
- J. Provide the member with a minimum of read-only access to Infinite Campus.
- K. All schools must be accessible and provide reasonable accommodations in the workplace as required by law.
- L. 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.
- M. 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. Ensure the member uses the curriculum and resources provided by KyCC and attends KCC training events and National Days of Service.

- N. PROHIBITED ACTIVITIES – Ensure that at no time may the AmeriCorps Kentucky College Coach engage in any of the following AmeriCorps Prohibited Activities:
- a. 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.
 - b. Perform services or duties that have been performed by or were assigned to any—
 - (i) Presently employed worker; this includes substitute teaching or proctoring of tests;
 - (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.
- O. Review and approve reports created by the KCC AmeriCorps member that track the member's service hours and activities. Timesheets are submitted twice a month and progress reports are submitted once a month. In the event there are concerns about member hours, timesheets may be requested more frequently.
- P. Conduct a performance evaluation of the KCC AmeriCorps member (provided by KyCC). Evaluation reports will be completed early (90 days after the member's initial start date) to mid-year, depending on start date, and once more prior to the end of their service period.
- Q. Participate in a program survey of KCC AmeriCorps members and school site supervisors.
- R. Refrain from hiring KCC AmeriCorps members until they complete their term of service. Host school participation is contingent upon the school district's agreement. 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.
- S. Pay, within 30 days after the members' start date, the \$8,000 (Aug-Dec start) or \$4,000 (Jan-Apr start) participation fee per AmeriCorps member receiving a living allowance.

Please list name and address to send invoice:

Name: _____ Title: _____

Address: _____

Email: _____

- T. In the event that a member resigns before completing his/her term of service, KyCC has the following refund policy.
- A \$1000 administrative fee is not refundable. This covers costs of staff time for recruitment and support/oversight activities.
 - If the member completes 25-50% of the service term, half of the remaining participation fee will be refunded.
 - If the member completes 51-75% of the service term, one quarter of the remaining participation fee will be refunded.
 - If the member completes 76-99% of the service term, none of the remaining participation fee will be refunded.

III. TERM OF AGREEMENT

This AGREEMENT is effective from the date indicated above through July 31, 2026. Any individual member's term may end before this date and/or there may be more than one member covered during this time period. 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 Northern Kentucky University Research Foundation/Kentucky Campus Compact, the DISTRICT, and the SCHOOL:

AGREED TO BY:

Superintendent
Dayton Independent Schools

Date

AGREED TO BY:

Gayle Hilleke
Executive Director
Kentucky Campus Compact

Date

Examined AS TO FORM & LEGALITY

Craig Holloman
Executive Director
Northern Kentucky University Research Foundation

Date