

MEMORANDUM OF UNDERSTANDING

BETWEEN

**KENTUCKY HIGHER EDUCATION ASSISTANCE AUTHORITY(KHEAA)
AND**

**KENTUCKY CAMPUS COMPACT (KyCC)
AND**

Marion County Public Schools

THIS three-year MEMORANDUM OF UNDERSTANDING (the AGREEMENT) is made and entered into on this _____ day of _____, 2023, by and between KHEAA and KyCC and Marion County Public Schools (the DISTRICT), and Marion County High School (the 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, 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 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;

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

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 The DISTRICT & The 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 during each of the years within the service period of August 1, 2023 to July 31, 2026, the three-year grant cycle from AmeriCorps. The standard service period for KCC AmeriCorps members is a one-year term from August 1- May 31. If a coach, school, KHEAA, and KCC agree that the coach will return to service the next year, the coach may serve during June and July pending available grant funds.

- B. Assist with recruiting a new AmeriCorps member for the school if the current coach is not returning or if the school is looking for their first member.
- 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. 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).
- E. Provide access to age-appropriate publications and outreach services to students and parents and training on KHEAA resources to school personnel.
- F. Ensure AmeriCorps members follow, participate in, and complete Kentucky College Coaches paperwork, curriculum, and national service events.
- G. Facilitate positive relationships, negotiate any conflicts between AmeriCorps members and site supervisors and make recommendations to improve the delivery of programs and services.
- H. Ensure high schools fulfill the obligations listed in Section II.
- I. 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 the DISTRICT and the SCHOOL

- A. On an annual basis, host a full-time AmeriCorps College Coach during the grant period of August 1, 2023 to July 31, 2026. The standard service period is August 1- May 31, and 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 yrs 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 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 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 this member. 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.

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 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 – 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. 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.
- P. 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.

- 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.

III. OBLIGATIONS OF KyCC

- A. Ensure that the KCC program does due diligence to use all the AmeriCorps slots in the grant to place full-time near-peer mentor 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. 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.
- C. Complete Sex Offender Registry check, Child Abuse & Neglect (CAN) Background 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 all required reports for the funder.
- E. Provide leadership to the KHEAA program advisor so he/she can be up-to-date on state and federal grant guidelines.
- F. Provide training for all Kentucky College Coaches AmeriCorps members and the program advisors, in partnership with members and program advisors.
- G. Coordinate 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, 2026. 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 Kentucky Higher Education Assistance Authority, Kentucky Campus Compact, the DISTRICT, and the SCHOOL:

**AGREED TO BY:
Marion County Public Schools**

Date
Superintendent, Marion County Public Schools

**AGREED TO BY:
KENTUCKY CAMPUS COMPACT**

Gayle Hilleke _____
Date
May 31, 2023

Date
Gayle Hilleke
Executive Director
Kentucky Campus Compact

**AGREED TO BY:
KENTUCKY HIGHER EDUCATION ASSISTANCE AUTHORITY**

Date
Diana Barber
Interim Executive Director
Kentucky Higher Education Assistance Authority

EXAMINED AS TO FORM & LEGALITY:

Date
KHEAA Legal Counsel
Kentucky Higher Education
Assistance Authority