



FLOYD COUNTY BOARD OF EDUCATION
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Consent Agenda Item (Action Item): Consider/Approve Prestonsburg Elementary School to participate in Reading Corps through the Hindman Settlement School for the 2023-24 school year.

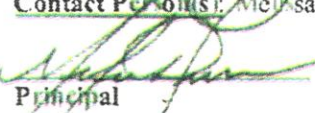
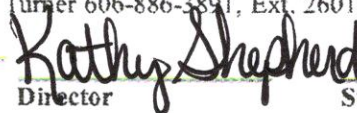

Applicable State or Regulations: Floyd County Board of Education Policy #03.233 Classified Personnel Duties.

Fiscal/Budgetary Impact: No financial issues for the district

History/Background: Reading Corps through the Hindman Settlement School will provide two members for the purpose of providing dyslexia and language-based learning difference intervention services and tutoring to identified students, volunteer recruitment, literacy promotion, and related services under the grant between Hindman Settlement School and Serve Kentucky, as funded under the National and Community Service Act of 1990 as amended, and supported by the Corporation for National and Community Service (CNSC).

Recommended Action: Approve Prestonsburg Elementary School to work with the Reading Corps through Hindman Settlement School. The Hindman Settlement School will provide all compensation.

Contact Person(s): Melissa Turner 606-886-3891, Ext. 2601.


Principal

Director

Superintendent

Date: 08/11/2023



2023-24
Partnership and
SERVICE SITE AGREEMENT

Service Site Information

School District: Floyd _____
School: Prestonsburg Elementary _____
Address: 140 South Clark Road, Prestonsburg, KY 41653 _____
Site Supervisor: Melissa D. Turner _____
Title: Principal _____
Telephone Number: 606-886-3891 _____
Email Address: melissa.turner@floyd.kyschools.us _____

The district affirms the employee named above, serving as the Site Supervisor, has a criminal history check that clears them to work as certified personnel in the school district in compliance with KRS 160.380(5)(a-c). This documentation is maintained by the district, and may be shared by written request and permission of their employee.

Site Supervisor Signature

Authorized District Representative Signature

Title

This Agreement is entered into by and between Hindman Settlement School, operator of the ReadingCorps program ("Program"), 51 Center Street, Hindman, KY 41822 and Prestonsburg Elementary, ("Service Site") for the assignment of 2 ReadingCorps member(s) ("Member(s)") for the purpose of providing dyslexia and language-based learning difference intervention services and tutoring to identified students, volunteer recruitment, literacy promotion, and related services under the grant between Hindman Settlement School and Serve Kentucky, as funded under the National and Community Service Act of 1990 as amended, and supported by the Corporation for National and Community Service ("CNCS"). This agreement is in effect for the period August 10, 2023 through August 31, 2024.

Responsibilities of Hindman Settlement School & ReadingCorps

- Submit grant proposal and required state and federal reports to Serve Kentucky and CNCS.
- Provide additional financial support for the program and members, through grant funds.
- Serve as a liaison between Serve Kentucky and the service sites and provide programmatic supervision to ensure quality of service, accountability, and member support.
- Administer the ReadingCorps member's living allowance, health care benefits, travel reimbursement, and other benefits.
- Ensure that member criminal history checks have been initiated prior to service and ensure members will not engage or participate in prohibited activities.
- Provide training and support to all ReadingCorps members.
- Conduct member recruitment, professional development, and corrective action.
- Provide curriculum and administrative support to the ReadingCorps program.

Responsibilities of Site & Site Supervisor

- Attend and participate in required meetings with the ReadingCorps Project Director and Hindman Settlement School program administration.
- Ensure Member(s) have a dedicated place to conduct tutoring activities that is clean, quiet, and conducive to learning.
- Provide Project Director with feedback on services being provided, training ideas and member issues.
- Ensure service site has AmeriCorps posters displayed for the purpose of local and national identity

- Observe and participate in evaluation of ReadingCorps Member(s) and provide professional feedback on a regular basis.
- Ensure Member is not participating in prohibited activities AND signing in at the service site every day. The electronic member timesheet MUST match the sign-in/out sheets maintained by the school/service site.

Tutoring Program / Assessments / Mentoring (MS initial here)

1. Ensure 25 students, at minimum, are identified to receive tutoring and that tutoring schedule is established for the member during their first two weeks of service.
2. Refer and solicit referrals from other school staff to support member objectives in student screening and tutoring placement.
3. Member must tutor EACH student a total of 4 times weekly for 120 minutes a week in 30-minute intervals in small groups or in a one-on-one setting.
4. Ensure that the member documents attendance, student data, and screening and test score records for identified students.
5. Ensure that identified students work one-on-one or in small groups (3-5 per group) with ReadingCorps Member(s).
6. Support member in conducting family literacy and training workshops through facility scheduling and referrals.
7. If a student is exited prior to January 1st, the member must replace the student with another student to track for the year.
8. Members will supplement tutoring activities with mentoring activities designed to improve the student's overall well-being.

Volunteer Recruitment (MS initial here)

1. Members will be responsible for recruiting and training a minimum of 5 community members to provide a minimum of 10 hours of community service for after-school programming, literacy promotion, and administrative support.
2. Encourage member to recruit students as volunteers in order to engage them in service learning activities.

Community and National Service Projects (MS initial here)

1. Allow member to participate in school related community service projects in order for members to develop and apply knowledge and understanding about becoming informed citizens through community connection. Prior approval must be granted prior to the community service project.
2. Approve member to participate in, as well as, assist members in engaging elementary and middle school students in National Service Days: 9/11 Day, Make A Difference Day, Veteran's Day, and Martin Luther King Jr. Day of Service.
3. In the event of a natural disaster in our service region, allow member to assist in disaster relief projects for a minimum of two days.

ReadingCorps Member Utilization and Support (MS initial here)

1. Participate in member recruiting, interviewing, and selection with Project Director.
2. Ensure member(s) does not displace an employee or future employee.
3. Ensure member(s) provides only program approved services. Members may not be re-assigned tasks outside the scope of the position description to fill
4. Provide member access to a phone and copier while they are serving on-site.
5. Invite member to staff functions, meetings, and school district training sessions.
6. Inform member about school rules of conduct and appropriate behavior, including procedures for communicating service hours and absences. Provide members with school policy manuals and/or handbooks and ensure members are aware of school culture, school safety plans and emergency procedures.
7. Assist in following up with member to ensure that all paper work is turned into program in a timely manner. Support members in collecting data.

8. Agree to release time for ReadingCorps Member to attend required training events at Hindman Settlement School and through Serve Kentucky. The training dates will be provided in advance.
9. Communicate problems that arise with the member to the ReadingCorps Project Director immediately.
10. Document all member performance/personnel issues in writing, including actions taken toward resolution.
11. Follow member discipline procedures as outlined in ReadingCorps Member Agreement.
12. Coordinate with Project Director to plan for any removal or transfer of ReadingCorps member.
13. Provide on-going counseling to member concerning hours completed, activities, and recognition of individual success and impact made in communities.
14. Participate in the performance evaluation process two times during the service year for each member. Issues with ReadingCorps Member performance MUST be documented on the evaluation form.
15. Track and approve member time in AmericaLearns Software to ensure member is not participating in prohibited activities. Ensure accuracy and sign member timesheets (electronically through AmericaLearns within 5 days of submission).

Travel Expenses *(initial here)*

1. Travel expenses to meetings/trainings and required service for the member will be reimbursed by Hindman Settlement School. Member travel directed or required by the partner school district must be reimbursed by the district.

Prohibited Member Activities *(initial here)*

While charging time to the program grant, accumulating service or training hours, or otherwise performing activities supported by the ReadingCorps program, Hindman Settlement School, Serve Kentucky or CNCS, staff and ensure members do not engage in the following activities (see 45 CFR § 2520.65):

- a. Attempting to influence legislation;
- b. Organizing or engaging in protests, petitions, boycotts, or strikes;
- c. Assisting, promoting, or deferring union organizing;
- d. Impairing existing contracts for services or collective bargaining agreements;
- e. Engaging in partisan political activities, or other activities designed to influence the outcome of an election to any public office;
- f. 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;
- g. 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;
- h. Providing a direct benefit to -
 - i. A business organized for profit;
 - ii. A labor union;
 - iii. A partisan political organization; 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
 - iv. An organization engaged in the religious activities described in paragraph "g." above, unless CNCS assistance is not used to support those religious activities.
- i. Conducting a voter registration drive or using CNCS funds to conduct a voter registration drive;
- j. Providing abortion services or referrals for receipt of such services; and
- k. Such other activities as CNCS may prohibit.

Supplantation. Site Supervisor must not allow the member to engage in activities that would displace, supplant, or duplicate efforts already provided by other staff or volunteers at the service site. Corporation assistance may not be used to replace State and local public funds that had been used to support programs of the type eligible to receive Corporation

support. For any given program, this condition will be satisfied if the aggregate non-Federal public expenditure for that program in the fiscal year that support is to be provided is not less than the previous fiscal year.

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.

Nondisplacement. Detailed below:

- a. 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.
- b. An organization may not displace a volunteer by using a participant in a program receiving Corporation assistance.
- c. A service opportunity will not be created under this chapter that will infringe in any manner on the promotional opportunity of an employed individual.
- d. 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.
- e. 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.
- f. 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. § 2520.

- a. AmeriCorps members may raise resources directly in support of your program's service activities.
- b. Examples of fundraising activities AmeriCorps members may perform include, but are not limited to, the following:
 - i. Seeking donations of books from companies and individuals for a program in which volunteers teach children to read;
 - ii. Writing a grant proposal to a foundation to secure resources to support the training of volunteers;
 - iii. Securing supplies and equipment from the community to enable volunteers to help build houses for low-income individuals;
 - iv. 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; and
 - v. Seeking donations from alumni of the program for specific service projects being performed by current members.
- c. **AmeriCorps members may not:**
 - i. Raise funds for living allowances or for an organization's general (as opposed to project) operating expenses or endowment;
 - ii. Write a grant application to the Corporation or to any other Federal agency.

- d. **§ 2520.45 . Ten Percent Limitation.** A ReadingCorps 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.

ReadingCorps 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-ReadingCorps time, and using non-CNCS funds. Individuals should not wear the ReadingCorps or AmeriCorps logo while doing so.

CIVIL RIGHTS REQUIREMENTS 45 CFR 2540.210 (____ initial here)

The Corporation for National and Community Service (CNCS) has zero tolerance for the harassment of any individual or group of individuals for any reason. CNCS is committed to treating all persons with dignity and respect. CNCS prohibits all forms of discrimination based upon race, color, national origin, gender, age, religion, sexual orientation, disability, substance abuse disorders, gender identity or expression, political affiliation, marital or parental status, or military service. All programs administered by, or receiving federal financial assistance from CNCS, must be free from all forms of harassment.

It is also unlawful to retaliate against any person who, or organization that, files a complaint about such discrimination. In addition to filing a complaint with local and state agencies that are responsible for resolving discrimination complaints, you may bring a complaint to the attention of the Corporation for National and Community Service.

If you believe that you or others have been discriminated against, or if you want more information, contact:

Office of Civil Rights and Inclusiveness
Corporation for National and Community Service
1201 New York Avenue, NW
Washington, DC 20525
(800) 833-3722 (TTY and reasonable accommodation line)
(202) 565-3465 (FAX); eo@cns.gov (email)

Member Terms of Service (____ initial here)

Members are not considered 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)).

Member Replacement (____ initial here)

Member replacement is at the discretion of the Project Director and will be based on member hours served and contingent on program funding.

Amendments to this Agreement

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

Prestonsburg Elem./Floyd Co. Schools
Prestonsburg Elem./Floyd Co. and Hindman Settlement School hereby acknowledge by their signatures that they have read, understood, and agreed to the terms of this document. This understanding remains in effect until the end of the current program year, which is August 31, 2024.


Site Supervisor Signature

8-14-23
Date

School Principal Signature

Date

District Representative Signature

Date

Project Director Signature

Date