

**Memorandum of Understanding  
between  
Partners for Rural Impact (DUNS 014296162)  
And Powell County Board of Education**

THIS UNDERSTANDING is made by and between Partners for Rural Impact, a Kentucky non-profit corporation, with its address at c/o Dreama Gentry 439 Walnut Meadow Rd., Berea, Kentucky 40403 ("PRI"), and Powell County Board of Education with its address at 245 Richmond St., Mt. Vernon, KY 40456.

WHEREAS, PRI is the recipient of a AmeriCorps Volunteer Generation Fund grant (VGF) from the Council for National and Community Service with a CFDA number of 94.021 (the "Grant") and award # 23VGCKY001, which is an AmeriCorps program that builds the capacity of schools to launch and maintain effective volunteer programs.

WHEREAS, Powell County Board of Education will engage in activities to promote the success of their students through the use volunteers ("Services").

WHEREAS, PRI desires to contract for the services of Powell Board of Education for the Grant as described in this Understanding.

Powell County Board of Education is familiar with the objectives and terms of the Grant obtained by PRI, including the grant materials submitted by PRI and the pertinent program rules, policies and regulations pertaining to the grant. In consideration of the foregoing recitals and the agreements contained herein, PRI and Powell County Board of Education agree as follows:

**A. Services**

1) As the Project Sponsor, Partners for Rural Impact will:

- A. Serve as the fiscal agent and overall cost administrator for the grant to ensure all program expenses are matched and monitored as required.
- B. Provide supervision to the PRI coordinators and project director who will serve as primary contacts to the district.
- C. Provide supervision of the grant, provide assistance to the district and district volunteer liaison in support of grant implementation, and be the connector between project partner districts, district volunteer liaison, PRI, and AmeriCorps.
- D. Comply with the provisions of the AmeriCorps program, Partners for Rural Impact, and the VGF PRI Project.
- E. Assist the school sites with the development of volunteer recruitment strategies, training plans and modules, budget development, and a platform for volunteer management.
- F. Assist with recruitment, training, and placement of volunteers.
- G. Provide training to school staff/faculty as needed.
- H. Reimburse district for up to \$5,000 for the implementation of the district volunteer program.
- I. Reimburse the district for costs associated with background checks.

2) The partner district will:

- A. Work with PRI to develop a budget that is allowable, allocable, and reasonable for the district volunteer program.
- B. Provide a point of contact to assist with scheduling and orienting PRI staff and district volunteers to the partner district expectations.
- C. Provide adequate working space, materials and supplies, access to computers, phone and internet service for volunteers as needed to perform their duties.
- D. Assist with recruiting, selecting, matching, and training volunteers.
- E. Participate in trainings identified in the grant narrative: LinkCrew, Check & Connect, and Youth Mental Health First Aid.
- F. Participate in a community action planning process to identify a volunteer strategy for the district.
- G. Ensure the volunteers serving in each school have orientation to the school, the school policies and procedures and expectations at the beginning of their service.
- H. Use the approved volunteer management platform to document volunteer hours, students served, and types of services.
- I. Inform PRI staff (project director, coordinator) any concerns regarding staff or volunteer behavior or service.
- J. Allow PRI staff members to participate in relevant professional development and training opportunities including appropriate staff and faculty meetings. The PRI member will be required to attend a training identified by Partners for Rural Impact.
- K. Provide access to student attendance, grades, and assessment data for the purpose of evaluation and ongoing student services. This access would be granted to the volunteer liaison, PRI coordinator, and the evaluation team as well as to any volunteer needing such data to fulfill his or her volunteer obligations and who has passed and completed any requirements to gain access to student data.
- L. Ensure that PRI staff are not asked to participate in any AmeriCorps prohibited activities and are also not asked to do any tasks or duties that would be supplanting (such as substitute teaching, lunchroom duty, or coaching).
- M. Where applicable, provide access to all databases including those with confidential student data as necessitated, including but not limited to district student data systems and ACT assessments.

3) Joint Responsibilities - both parties to the Memorandum of Understanding shall:

- A. Make every reasonable effort to ensure that the health and safety of PRI staff and volunteers are protected during the performance of their assigned duties. Neither the project sponsor of the partner district shall assign or require PRI staff or volunteers to perform duties which would jeopardize their safety or cause them to sustain injuries.
- B. Ensure that persons selected as PRI staff are not directly related by blood or marriage to the member host administration, project sponsor staff, officers or members of the organization's boards, or program staff at AmeriCorps.
- C. Uphold the mission of Partners for Rural Impact by actively recruiting from diverse populations without regard to race, religion, sex, sexual orientation, age, ancestry, citizenship, disability, or veteran status to serve as volunteers and staff.
- D. The partner district should document any performance or behavior issues and immediately report them to Partners for Rural Impact's Volunteer Generation Fund's Project Director. The PRI staff will follow Partners for Rural Impact's Policies and Procedures to determine any consequences, in coordination with the school principal and/or superintendent.

**B. Rates and Compensation**

There are no exchange of monies included in this agreement.

Any payment to School District shall be due only upon the submission of any requested documentation 30 days after the quarter ends. Example disbursement dates:

<b>Quarter</b>	<b>Submission date for expenses incurred:</b>	<b>District to PRI Submission Deadline</b>
<u>1</u>	October 1 through December 31	January 31
<u>2</u>	January 1 through March 31	April 30
<u>3</u>	April 1 through June 30	July 31
<u>4</u>	July 1 through September 30	Mid-November

This agreement shall not be effective and binding until approved by the Superintendent of the School District, or designee who has contract authority, and the Authorized Representative of PRI.

Payment by PRI to the School District shall be made only after receipt of appropriate, acceptable and timely documentation submitted by School District to PRI and as further outlined in the attached Payment Terms document hereby referred to as Appendix A. If PRI raises any questions about the amount of the invoice or the nature, quality or timeliness of the Services, PRI shall provide written notice to the School District of the basis for any questions and School District shall promptly provide such information as is reasonably necessary to resolve any such questions prior to PRI's payment of the invoice.

*SUPPLEMENTAL FUNDS:* PRI may offer additional funding, hereby referred to as Supplemental Funds, to School District during the term of service to support the goals and objectives of the Grant. The School District will receive written notification describing how the Supplemental Funds may be used. The written notification will include the maximum reimbursement amount for the approved Supplemental Funds and must be signed by or emailed from an authorized representative of PRI.

### **C. Type of Contract**

Independent consulting contract with PARTNERS FOR RURAL IMPACT. No partnership, joint venture or other association is created by or should be implied by this Understanding. Powell County Board of Education shall utilize its own methods, judgment and employees in connection with the provision of the Services. It is expressly understood and agreed that Powell County Board of Education and its employees shall not be entitled to any employment benefits or payments of any kind from PRI other than the Compensation which shall be paid to Powell County Board of Education without any provision for the withholding of any local, state and federal taxes or withholdings of any kind whatsoever. Powell County Board of Education is and shall be responsible for the salaries and wages of its own employees, workers' compensation, unemployment insurance, liability insurance, and any taxes or withholdings that are the obligation of Powell County Board of Education.

### **D. Contract Limits**

Expansion of the scope or extent of this understanding beyond the efforts contained herein may be made only through mutual agreement by both parties, PARTNERS FOR RURAL IMPACT and Powell County Board of Education, as evidenced in writing.

#### **E. Term of Service**

This understanding shall be for a term commencing on February 01 2024 and ending on September 30, 2024.

#### **F. Hold Harmless**

Powell County Board of Education agrees to indemnify and hold PARTNERS FOR RURAL IMPACT harmless from any damages, expenses and costs incurred from any property damages or bodily injury with respect to this contract.

PARTNERS FOR RURAL IMPACT agrees to indemnify and hold Powell County Board of Education harmless from any damages, expenses and costs incurred from any property damages or bodily injury with respect to this contract.

#### **G. Source of Funding; Cancellation Due to Grant Termination or Reduction**

The parties acknowledge and agree that the sole source of funding for the Grant, including the Compensation and Expenses to be paid hereunder to Powell County Board of Education is from the funding provided to Partners for Rural Impact from the Council for National and Community Service. If, for any reason, funding for the Grant is withdrawn, terminated or reduced by more than 10% annually by the Council for National and Community Service, this Understanding shall automatically terminate with the Powell County Board of Education being entitled to remuneration for Services and Expenses incurred to the date of termination.

#### **H. Contract Termination**

Either party may terminate the contract at any time with a 30-day express written notice of the contract termination. Such notice shall be provided to parties via written notice to the undersigned authorized representatives. The terminating party is responsible for any costs or obligations entered into by the other party that the other party reasonably incurred prior to the date of termination.

#### **I. Breach**

In event of either party committing a breach of any provisions of this understanding (“defaulting party”), then the party which is not so in breach (“aggrieved party”) shall be entitled to give the defaulting party written notice to remedy the breach. If the defaulting party fails to comply with the written notice of breach within 14 (fourteen) days of receipt thereof, the aggrieved party shall be entitled to cancel this understanding and/or to claim specific performance. Aforesaid is without prejudice to such other rights as aggrieved party may have at law.

#### **J. Copyright & Authorship**

Reports produced under this contract unless otherwise released will be the exclusive property of PARTNERS FOR RURAL IMPACT. XXX Board of Education will not disseminate reports to anyone outside of PARTNERS FOR RURAL IMPACT.

Where applicable Powell County Board of Education acknowledges that all files, videos, records,

lists, books, literature, products and other materials PRI owns or uses in connection with performing the Services will at all times remain PRI's property, and that upon the completion of the Services, Powell County Board of Education will surrender to PRI all such company property, including but not limited to files, videos, records, lists, books, literature, products and other materials. Powell County Board of Education shall retain the ownership of instructional and course materials and any personal property or equipment used for providing the Services that are owned by Powell County Board of Education. Any materials produced by Powell County Board of Education expressly for the Grant shall constitute a "work for hire" with PRI or the Council for National and Community Service, as the case may be, retaining ownership and rights of use and XXX Board of Education retaining dual ownership and rights to use as its intellectual property.

#### **K. Confidentiality**

Powell County Board of Education agrees not to disclose any information gathered in the course of fulfilling the scope of work associated with this contract to anyone not associated with this contract without express permission from PARTNERS FOR RURAL IMPACT. Confidentiality includes non-disclosure of information observed directly or viewed from data collection instruments. At no time will Powell County Board of Education reveal the identity of any person participating in this project without permission.

#### **L. Right of Audit and Retention Requirements**

The Council for National and Community Service and Partners for Rural Impact, as recipient and fiscal agent of the Grant, shall have the right to examine and audit all books and financial records of Powell County Board of Education as they pertain to the Services provided by Powell County Board of Education for this project and all Compensation and Expenses paid hereunder to Powell County Board of Education. Unless otherwise agreed in writing, Powell County Board of Education agrees to maintain financial records related to this agreement until June 30, 2031.

#### **M. Dispute Resolution**

Any dispute between and among the parties to this Understanding shall be resolved by binding arbitration administered according to the Commercial Arbitration Rules of the American Arbitration Association. Any arbitration proceedings shall be held before a single arbitrator appointed by the Chief Judge of the Madison County Circuit Court. Any hearing shall be held in Lexington, Fayette County, Kentucky. Any arbitration award may be enforced by any court of competent jurisdiction.

#### **N. Eligibility of Consultant**

Powell County Board of Education covenants and agrees that it will, at all times, maintain its eligibility to serve as a vendor under the Grant to the extent of any rules, policies or regulations promulgated by Partners for Rural Impact, the Council for National and Community Service, or any other federal agency or court having jurisdiction. A criminal background check may be required by PRI. PRI is responsible for the background check of all PRI staff associated with the Volunteer Generation Fund. PRI also is responsible for the background check of the district's volunteer liaison. Powell County Board of Education will follow its own policies in conducting criminal background checks for its volunteers and staff and will notify PRI when said background checks have cleared for service. If, for any reason, Powell County Board of Education shall become ineligible on account of any of the foregoing, this Agreement shall automatically terminate with Powell County Board of

Education being entitled to remuneration for Services and Expenses incurred to the date of termination.

#### **O. Non-Discrimination Requirements**

Powell County Board of Education represents and warrants that it is, and at all times during the term of this Understanding will be, in compliance with Title VI of the Civil Rights Act of 1964 as amended, and other applicable regulations, statutes and orders, and shall not discriminate on the basis of race, color, religion, sex, age, national origin, or disability in connection with the performance of this Understanding.

#### **P. Regulatory Compliance**

In the administration and performance of this Understanding, Powell County Board of Education agrees that it shall comply with all applicable Federal laws and regulations.

#### **Q. Entire Agreement**

The Understanding embodies the entire agreement between and among the parties. It supersedes any prior agreement, whether written or oral, and it is the final and complete expression of the parties' intent on the matters in this Understanding. Any changes, additions, revisions, or modifications shall only be effective if accomplished via a written instrument signed by the parties. No failure or delay by either party in exercising any right, power or remedy will operate as a waiver of such right, power, or remedy, and no waiver will be effective unless it is in writing and signed by the parties to be charged thereby. This Understanding may, however, be executed in counterpart originals, each of which shall constitute one and the same agreement. If an arbitrator or court of competent jurisdiction holds that any part, term or provision of this Understanding to be illegal or invalid (in whole or in part), the validity of the remaining provisions shall not be affected, and the parties' rights and obligations shall be construed and enforced as if the Understanding did not have the particular provision held to be illegal or invalid. Neither party may assign, sublicense or otherwise transfer or delegate any right or obligation in this Understanding without the written consent of the other party. This Understanding is governed by and shall be construed in all respects in accordance with the laws of the Commonwealth of Kentucky. Sections I through R of this document shall survive termination of the Understanding.

#### **R. Statement of Work**

Powell County Board of Education agrees to perform the services outlined in this understanding. PARTNERS FOR RURAL IMPACT agrees to the named services within this understanding.

As duly authorized representatives of PARTNERS FOR RURAL IMPACT and Powell County Board of Education, the signatures below indicate agreement with the aforementioned provisions. In witness whereof, the parties have executed this Understanding, as of the dates last set forth below

For Partners for Rural Impact:

Dreama Gentry  
President/CEO  
439 Walnut Meadow Rd.  
Berea, Kentucky 40403  
859.985.3853 (Phone)  
859.985.2818 (Fax)

For Powell County Board of Education:

Sara Wasson  
Superintendent  
691 Breckinridge Street  
Stanton, KY 40380

**PARTNERS FOR RURAL IMPACT:**

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**Powell County Board of Education:**

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**For completion by Partners for Rural Impact**

Account Number(s) to charge: \_\_\_\_\_

Project Director(s) signature: \_\_\_\_\_

Director(s) Signature: \_\_\_\_\_

Director of Finance: \_\_\_\_\_

AED/COO Signature: \_\_\_\_\_

## **APPENDIX B:**

### **Payment Terms/Match Requirements**

#### **Payment Terms**

1. Payment by PRI to the School District shall be made only after receipt of appropriate, acceptable and timely documentation submitted by the School District to PRI each quarter. The quarters are January to March, April to June, July to September, and October to December. Reimbursement requests are due 30 days after the quarter ends, specifically: April 30, July 30, October 30, and January 30. Reimbursements must include only those costs incurred within the current quarter. Costs outside of the current period may be disallowed. These funds shall be paid to School District based upon the received budget paperwork within 30 days and according to the disbursement date specified in this contract, and only if the expenditures are in accordance with approved activities by the federal grant and by PRI. Carry forward of funds is not permissible and any unused balances will be forfeited by the School District. The School District agrees to provide an exact detail of funds expended and receipts of expenditures. Any funds expended in variance with the original invoice, or as approved items by PRI, are the liability of the School District.
2. PRI agrees that payment shall be made to the School District as billed, unless such is at variance with the performance of any function described herein before, and/or is variant with any federal, state, or local statute or regulation. This agreement shall not be effective and binding until approved by the Superintendent of County Schools, or their designee who has contract authority and the Authorized Representative of PRI.

#### **Additional Payment/Cost Terms**

Any funds not covered in the initial budget shall only be paid upon the mutually agreed terms and schedule, and only if such are provided reciprocally in writing to both parties. Any additional costs incurred, beyond those in the approved budget, are the liability of the School District.