



FLOYD COUNTY BOARD OF EDUCATION
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Consent Agenda Item (Action Item): Approve the partnership with Hindman Settlement School for two math tutors from Americorp.

Applicable State or Regulations: KRS 160.160 Powers and Duties of the Local Board of Education.

Fiscal/Budgetary Impact: There are no associated costs related to the request. Tutors will be paid through Americorp.

History/Background: With the help of math tutors, it will help bridge the gap of foundational skills and improve math scores. Students will receive interventions and support in a small group setting.

Recommended Action: Approve the partnership with Hindman Settlement School for two math tutors from Americorp.

Contact Person(s):

Nikki Gearheart
Principal

Rachel Cielm
Director

Anna Shepherd
Superintendent

Date: 7/1/24



2024-25 PARTNERSHIP & SERVICE SITE AGREEMENT

School District: Floyd
School: Duff-Allen Central Elementary
Address: 183 Rebel Rd Eastern, Ky. 41822
Site Supervisor: Amanda Kidd
Title: Counselor
Telephone Number: 606-358-9420
Email Address: amanda.kidd@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

Nikki Gearheart Principal
Principal/District Representative Signature Title

This Agreement is entered into by and between Hindman Settlement School, operator of the MathCorps program ("Program"), 51 Center Street, Hindman, KY 41822 and _____, ("Service Site") for the assignment of up to ___ MathCorps member(s) ("Member(s)") for the purpose of providing intervention services and tutoring to students identified as below grade-level proficiency in math, volunteer recruitment, and related services under the grant between Hindman Settlement School and Serve Kentucky, an AmeriCorps Program funded under the National and Community Service Act of 1990 as amended, and supported by the AmeriCorps federal agency. This agreement is in effect for the period beginning August 1, 2024 and remains in effect until written notice of cancellation is received by one party.

Responsibilities of Hindman Settlement School & MathCorps

- Submit grant proposal and required state and federal reports to Serve Kentucky and the Agency.
- 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 MathCorps member's living allowance, health care benefits, reimbursement, and other benefits.
- Conduct planned and unannounced site visits for Member training and site compliance purposes.
- 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 MathCorps members.
- Conduct member recruitment, professional development, and corrective action.
- Provide curriculum and administrative support to the MathCorps program.

Responsibilities of Site & Site Supervisor

- Site supervisors are responsible for the day to day supervision of members and regularly check in with program staff.

- Attend and participate in required meetings with Hindman Settlement School program administration, including an annual site supervisor orientation.
- Ensure Member(s) have a dedicated place to conduct tutoring activities that is clean, quiet, and conducive to learning.
- Provide Hindman Settlement School staff 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 MathCorps 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.
- Site Supervisors will monitor member service hours and work with the Member and program staff to create a plan to get the Member back on track.
- Site supervisors should initiate immediate corrective action when unsafe conditions or practices are found. All accidents and injuries should be reported immediately to the Site Supervisor, who, in turn, will notify the Program Manager.
- Provide access to student attendance, grades, and assessment data for the purpose of evaluation and ongoing student services
- Where applicable, provide access to all databases including those with confidential student data as necessary, including but not limited to Infinite Campus along with statewide and school-based assessments.

Tutoring Program / Assessments / Mentoring (____initial here)

1. Ensure 21 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. Ensure that each member tutors 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 MathCorps Member(s).
6. Support member in conducting family engagement workshops through facility scheduling and referrals.
7. If a student is exited prior to January 1st, replace the student with another student to track for the year.
8. Support members efforts to supplement tutoring activities with mentoring activities designed to improve the student's overall well-being.

Volunteer Recruitment (____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, family engagement, 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 (____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*.

MathCorps Member Utilization and Support (____initial here)

1. Participate in member recruiting, interviewing, and selection with Program Manager.
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.
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 MathCorps 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 Program Manager or designee immediately.
10. Document all member performance/personnel issues in writing, including actions taken toward resolution.
11. Follow member discipline procedures as outlined in MathCorps Member Agreement and/or Hindman Settlement School Corrective Action plan.
12. Coordinate with Program Manager to plan for any removal or transfer of MathCorps 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 MathCorps 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 MathCorps program, Hindman Settlement School, Serve Kentucky or CNCS, supervising staff 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 deterring 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.

Census Activities. AmeriCorps members and volunteers associated with AmeriCorps grants may not engage in census activities during service hours. Being a census taker during service hours is categorically prohibited. Census-related activities (e.g., promotion of the Census, education about the importance of the Census) do not align with AmeriCorps State and National objectives. What members and volunteers do on their own time is up to them, consistent with program policies about outside employment and activities.

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

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. CNCS 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. CNCS 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, CNCS 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 CNCS 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 CNCS 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 program's service activities with prior approved permission from Hindman Settlement School.
- 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 CNCS or to any other Federal agency.
- d. **§ 2520.45 . Ten Percent Limitation.** A MathCorps-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.

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

CIVIL RIGHTS REQUIREMENTS 45 CFR 2540.210 (*_____initial here*)

This Program seeks to include participants from local communities and is available to all, without regard to race, color, national origin, disability, age, sex, political affiliation, or, in most instances, religion. 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 Agency. If you believe that you or others have been discriminated against, or if you want more information, contact:

Office of Civil Rights and Inclusiveness
 AmeriCorps
 250 E Street, SW
 Washington, DC 20024
 (800) 833-3722 (TTY and reasonable accommodation line)
 (202) 565-3465 (FAX); eo@cns.gov (email)

Members may also file a complaint directly to Hindman Settlement School through the individual and the contact information provided below:

Josh Mullins
Senior Director, Operations
Hindman Settlement School
(606) 785-5475 (office phone)
josh@hindman.org (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 Program Manager and will be based on member hours served and contingent on program funding.

Breach (____ initial here)

In the event of either party committing a breach of any provisions of the Service Site Agreement ("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 agreement and/or claim specific performance. Aforesaid is without prejudice to such other rights as aggrieved party may have at law.

Contract Termination (____ initial here)

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.

Amendments to this Agreement

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

_____ 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 terminated by written notification.

Site Supervisor Signature

Nikki Bearheart

School Principal Signature

Date

Date

Hindman Settlement School Representative Signature

Date