



**BULLITT
COUNTY
PUBLIC
SCHOOLS**

JESSE BACON, SUPERINTENDENT
ADRIENNE USHER, ASSISTANT SUPERINTENDENT
BRANDY HOWARD, CHIEF ACADEMIC OFFICER
TROY WOOD, CHIEF OPERATIONS OFFICER

TO: Dr. Jesse Bacon, Superintendent

FROM: Dr. Lee Barger, Director of CCR/Innovative Programs *LB*

DATE: December 10, 2024

RE: NKU Research Foundation (NKURF) and EngageKY MOU

Please find attached the Memorandum of Agreement between NKU Research Foundation (NKURF) and EngageKY and Bullitt County Public Schools. Engage KY administers the Kentucky College Coaches (KCC) AmeriCorps program and this MOA is for the period of January 1, 2025 - July 31, 2025.

This MOU has been reviewed by Dinsmore & Shohl LLP. Please place this request for approval on the December board agenda.

JB

12/10/2024

OUR MISSION IS TO INSPIRE AND EQUIP OUR STUDENTS TO SUCCEED IN LIFE

BULLITT COUNTY PUBLIC SCHOOLS IS AN EQUAL EDUCATION AND EMPLOYMENT INSTITUTION

**MEMORANDUM OF UNDERSTANDING
BETWEEN
NKURF RESEARCH FOUNDATION (NKURF) and EngageKY
AND
BULLITT COUNTY PUBLIC SCHOOLS**

This 1 - year MEMORANDUM OF UNDERSTANDING (the AGREEMENT)
is made and entered into on this 4th day of November , 2024 by and between
NKURF and EngageKY and Bullitt County Public Schools (the DISTRICT), and
Bullitt Central High School and Bullitt East High School (the SCHOOL(S)) for the time period January 1 –
July 31, 2025.

WITNESSETH:

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

WHEREAS, EngageKY is a statewide coalition of college and university presidents who are committed to fulfilling the civic purposes of higher education. EngageKY 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 EngageKY; and,

WHEREAS, EngageKY 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 SCHOOLS 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, EngageKY and the DISTRICT, hereby COVENANT and AGREE as follows:

I. OBLIGATIONS OF EngageKY

EngageKY 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, 2024 – July 31, 2025, the 1 -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 technical assistance to the member(s) and/or the school(s).
- J. Invoice the SCHOOL(S) for the participation fee of \$4000 for hosting each 675 Hour Position/full-time member. The SCHOOL(S) will be billed at a rate of \$800 per month for the months the member serves August-May. Schools are not charged for June and July service for ongoing positions. Host sites will be invoiced twice a year, approximately December and May.

*If a member resigns during the first 35 days of service, the participation fee may be applied to a new member.
- K. Provide access to age-appropriate publications, resources, and outreach services for the coach to use at the school.
- L. 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.
- M. Facilitate positive relationships, negotiate any conflicts between the AmeriCorps member and site supervisor, and make recommendations to improve delivery of programs and services.
- N. 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, 2024 – July 31, 2025. 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 full-time AmeriCorps Peer Leaders (17 years of age or older) during the grant period of August 1, 2024 – July 31, 2025. 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. All Kentucky AmeriCorps site supervisors must complete two trainings through the online AmeriCorps training platform On3Learn: AmeriCorps 101 and Prohibited Activities. Site supervisors will receive instructions by email on how to complete the training and the deadline required.
- F. 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.
- G. Using a target date of October 1 or 60 days after the coach begins service (whichever is later) 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.
- H. 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.
- I. 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.
- J. Provide the KCC AmeriCorps member with a school email address, access to student data (with appropriate parent permission) and Individual Learning Plans.
- K. Provide the member with a minimum of read-only access to Infinite Campus.
- L. All schools must be accessible and provide reasonable accommodations in the workplace as required by law.
- M. 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.
- N. 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 EngageKY and attends KCC training events and National Days of Service.

- O. 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.
- P. 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.
- Q. Conduct a performance evaluation of the KCC AmeriCorps member (provided by EngageKY). 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.
- R. Participate in a program survey of KCC AmeriCorps members and school site supervisors.
- S. 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.
- T. Host sites agree to adhere to the section entitled "Displacement and Outside Employment" in the KCC Policies and Procedures Handbook concerning approved roles for the KCC AmeriCorps member. In brief, the member is not allowed to displace a current or unfilled position at the school nor is able to serve as a substitute teacher. Please see the handbook for the complete description.
- U. Host site agrees to adhere to the policy on tangible items which is located in the Policies and Procedures Handbook. Through KCC mini-grants and office supply funds, coaches are able to purchase tangible items (such as VR headsets, filing cabinets, etc.) for use at their host site. The handbook makes clear how those items should be handled. The full policy can be found in the handbook under the title **KCC Tangible/Unexpendable Item Policy**.
- V. The Kentucky College Coaches program has been approved by the Kentucky Office of Vocational Rehabilitation to be providers of Pre-Employment Transition Services (Pre-ETS), a set of services that complement school-provided transition services to support the positive education and/or employment outcomes of students with disabilities. These services align directly with the services KCC members are already providing for core students. KCC AmeriCorps members will be trained in providing Pre-ETS if your school would like to direct students with 504 or IEP or documented disability to be core students in the KCC program. If you already have someone providing these services in your school, you may engage the KCC AmeriCorps member to assist the provider or you may opt out of this service. There is no additional charge for this activity. To opt out of the Pre-ETS or to discuss this option, please send an email to Gayle Hilleke, KCC Program Director at gayle.hilleke@engageky.org.
- W. Pay, within 30 days, invoices received in approximately December and May for the participation fee for each AmeriCorps member receiving a living allowance.

In the event that a member resigns before completing his/her term of service, the school will not be billed for the months the member is not serving.

Please list name and address to send invoice:

First Name:

Last Name:

Title:

Mailing Address:

City:

County:

Zip Code:

III. TERM OF AGREEMENT

This AGREEMENT is effective from the date indicated above through July 31, 2025. 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 Bullitt 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/EngageKY, the DISTRICT, and the SCHOOL(S):

AGREED TO BY:

School District:

Printed Name:

Signature:

Date

Title:

AGREED TO BY:

Gayle Hilleke
Executive Director
EngageKY

Date

Examined AS TO FORM & LEGALITY

Craig Holloman
Executive Director
Northern Kentucky University Research Foundation

Date