

MEMORANDUM OF UNDERSTANDING

Between

Kentucky Higher Education Assistance Authority (KHEAA)

And

Northern Kentucky University Research Foundation (NKURF) and EngageKY

And

Powell County High School/Powell County Schools

This Memorandum of Understanding (“**MOU**”) establishes the terms and responsibilities governing the working relationship between Kentucky Higher Education Assistance Authority (**KHEAA**), Northern Kentucky University Research Foundation (“**NKURF**” or “**NKU**”), EngageKY, and Powell County High School/Powell County Schools (“**School**”) for the purpose of placing mentors in secondary and schools to support college access and student success pursuant to the statewide AmeriCorps Kentucky College Coaches Program (“**KCC**”). NKURF, EngageKY and School are collectively referred to as the “**Parties**.”

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 the families;

WHEREAS, NKURF serves as the fiscal agent for EngageKY;

WHEREAS, EngageKY is a collaborative of Kentucky colleges and universities, high schools, and nonprofit organizations that supports, promotes, and leverages resources for community and civic engagement. Founded in 2006, EngageKY has continued building on the legacy of their origins as Kentucky Campus Compact (KyCC), championing engaged students and citizens to foster active, responsible, and positive change in communities across the Commonwealth;

WHEREAS, EngageKY administers the 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 School is a certified public high school located within the Commonwealth of Kentucky.

NOW, THEREFORE, for and 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 agree as follows:

I. Term of Agreement. This MOU is effective from September 1, 2026 through August 31, 2029, unless terminated earlier as provided herein. This MOU may be amended in writing at any time with the concurrence of the Parties and must be reviewed and renegotiated at least every three (3) years.

II. KHEAA Responsibilities. KHEAA agrees to:

1. Place a KCC AmeriCorps member in the school to serve as a full-time near-peer mentor for students within the service period. The standard service period for KCC AmeriCorps members is a one-year term from September 1 - June 30. If a coach, school, KHEAA, and EngageKY agree that the coach will return to service the next year, the coach may serve during July and August pending available grant funds.
2. Assist with recruiting a new KCC AmeriCorps member for the school if the current coach is not returning or if the school is looking for their first member.
3. Provide regular, rotating oversight for KCC 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.
4. 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).
5. Provide access to age-appropriate publications and outreach services to students and parents and training on KHEAA resources to school personnel.
6. Ensure AmeriCorps members follow, participate in, and complete Kentucky College Coaches paperwork, curriculum, and national service events.
7. Facilitate positive relationships, negotiate any conflicts between AmeriCorps members and site supervisors and make recommendations to improve the delivery of programs and services.
8. Ensure high schools fulfill the obligations listed in Section IV.
9. 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.
10. Provide training for all KCC AmeriCorps members and program managers. Member topics will include confidentiality training and documentation of student data.

III. EngageKY Responsibilities. EngageKY agrees to:

1. Ensure that the KCC program conducts due diligence to fully utilize all

AmeriCorps slots in the grant to place full-time near-peer mentors for students during the service period. The standard service period for KCC AmeriCorps members is a one-year term from September 1 through June 30. Coaches who choose to return during the following service year have an opportunity to serve during July and August depending on funding availability and concurrence with all parties to this MOU.

2. Ensure that members are embodying the mission, vision, and ethical standards of AmeriCorps.
3. 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.
4. 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.
5. Compile data from each AmeriCorps member and complete all required reports for the funder.
6. Serve as an off-site supervisor/mentor for the KCC AmeriCorps members and be available to the members throughout the year.
7. Provide training for all KCC AmeriCorps members and program managers. Member topics will include confidentiality training and documentation of student data.
8. Provide regular, rotating oversight for KCC 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.
9. During site visits, include monitoring checks to ensure member(s) and School are compliant with the grant guidelines and to provide any needed technical assistance to the member(s) and/or the School.
10. Provide access to age-appropriate publications, resources, and outreach services for the coach to use at the School.
11. 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.
12. Facilitate positive relationships, negotiate any conflicts between the AmeriCorps member and site supervisor, and make recommendations to improve delivery of

programs and services.

13. Ensure School fulfills the obligations listed in Section IV.

IV. School Responsibilities. The School agrees to:

1. On an annual basis, host one or more KCC AmeriCorps members during the grant term. The standard annual service period is September 1- June 30. Coaches who choose to return during the following service year have an opportunity to serve during July and August depending on funding availability and concurrence with all parties to this MOU.
2. On an annual basis, have the option to host one or more part-time AmeriCorps Peer Leaders (17 years of age or older) during the term. 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 September 1- June 30, but upon agreement with all parties the service may be extended until August 31st.
3. Take an active role in recruiting a new coach if the current coach is not returning.
4. 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: Jennifer Kincaid

Title: _____ Email: jennifer.kincaid@powell.kyschools.us

5. 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.
6. Using a target date of November 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 generally be students who are on track to graduate from high school but who are at risk of not attending college.
7. 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.

8. 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.
9. Provide the KCC AmeriCorps member with a school email address, access to student data (with appropriate parent permission) and Individual Learning Plans.
10. Provide the member with a minimum of read-only access to Infinite Campus.
11. The School must be accessible and provide reasonable accommodations in the workplace as required by law.
12. 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.
13. Be familiar with and support the member in adhering to the AmeriCorps KCC 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.
14. **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.
15. 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.

16. 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.
17. Participate in a program survey of KCC AmeriCorps members and school site supervisors.
18. Refrain from hiring KCC AmeriCorps members until they complete their term of service. Host school participation is contingent upon the School'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.

V. Accessibility and Reasonable Accommodation. The School will ensure the programs and activities to which KCC AmeriCorps members are assigned are accessible to persons with disabilities in accordance with the Americans with Disabilities Act, and provide reasonable accommodation to allow persons with disabilities to participate in programs and activities.

VI. Prohibition of Discrimination. The Parties will not discriminate against KCC AmeriCorps members, service beneficiaries, or in the operation of the KCC on the basis of race, color, national origin including individuals with limited English proficiency, sex, age, religion, sexual orientation, disability, political affiliation, marital or parental status, or military service.

VII. Other Laws. The Parties will uphold all federal, state, and local laws and regulations, including those related to student safety and privacy, such as, but not limited to, FERPA.

VIII. Termination. This MOU may be terminated at any time without cause by any party upon 30 days written notice to the other Parties. Termination or expiration of this MOU will not negate the obligations or rights of the Parties incurred before such termination or expiration. Upon termination, KCC AmeriCorps members will be promptly removed from the School unless otherwise agreed.

IX. Governing Law. This MOU 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.

X. Entire Agreement; Modification: This Agreement contains the entire agreement and understanding of the Parties concerning the subject matter of this MOU and supersedes and replaces all prior negotiations and proposed agreements, whether oral or written. Each party acknowledges that it is executing this Agreement without relying upon any promise, representation, or warranty whatsoever that is not contained herein. This MOU may not be modified or amended except in writing signed by authorized representatives of both Parties.

XI. Signatures. By signing this MOU, the School, through its authorized representative, self-certifies that it meets the requirements necessary to host AmeriCorps Kentucky College Coaches.

AGREED TO BY:

Jo Carole Ellis	Date
Kentucky Higher Education Assistance Authority	
Executive Director	
Email: jcellis@kheaa.com	

Shelby Bevins-Sullivan	Date
Kentucky Higher Education Assistance Authority	
General Counsel	
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Nicole Spooner	Date
Northern Kentucky University Research Foundation	
Executive Director	
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Shauna Reilly	Date
EngageKY	
Assistant Vice Provost, Outreach	
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Sarah Wasson	Date
Powell County High School/Powell County Schools	
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