

Sumner, Marlo

From: Musinski, Heather J (CHFS DFRCVS FRYSC) <Heather.Musinski@ky.gov>
Sent: Thursday, August 04, 2016 3:50 PM
To: Sumner, Marlo
Subject: YSC Corps MOU
Attachments: YSC Corps MOU_McCreary2016.pdf

Hello!

Attached is your 2016 Memorandum of Understanding with the FRYSC Youth Service Corps. We require signature by the district superintendent. With luck this can be added to August business reviewed by your BOE.

Please return a signed copy to the FRYSC Corps, either by mail or scanned and emailed. Please keep a signed copy with your district's records.

Please take a look at the first page to make sure your district name is correct, the second page to make sure I have the correct number of students reflected in the in kind statement and the last page to make sure I have your current superintendent' name int eh signature line. I did a document merge and it is always possible that I made a typo or mistake.

Remember, there is not a cash cost for this program, we request in kind contribution of supervision, and supplies and mileage for the student's travel to the orientation.

Thank you so much for your partnership with the FRYSC Corps. We are proud to help support your students and schools!

Heather Musinski
FRYSC AmeriCorps Program Director
275 East Main St. ,3C-G
Frankfort, KY 40621
Phone: 502.564.4986 ext.3831
Fax: 502.564.6108
www.FRYSCCorps.com

NOTICE OF CONFIDENTIALITY: This e-mail, including any attachments, is intended only for the use of the individual or entity to which it is addressed and may contain confidential information that is legally privileged and exempt from disclosure under applicable law. If the reader of this message is not the intended recipient, you are notified that any review, use, disclosure, distribution or copying of this communication is strictly prohibited. If you have received this communication in error, please contact the sender by reply e-mail and destroy all copies of the original message.

MEMORANDUM OF UNDERSTANDING
McCreary County School System
and
FRYSC CORPS Program

This agreement is entered into between Legal Applicant FRYSC CORPS and McCreary County School System for the 2016-2017 AmeriCorps program participation. The following is understood and agreed to by the parties:

STATEMENT OF PURPOSE

FRYSC CORPS is the AmeriCorps project of Ohio Valley Educational Cooperative Studies in partnership with the Division of Family Resource and Youth Services Centers (FRYSC). FRYSC CORPS is funded in part by the Corporation for National and Community Service (hereafter referred to as CNCS) through the Kentucky Commission on Community and Volunteer Service (hereafter referred to as KCCVS).

FRYSC CORPS is a service organization that provides opportunities for U.S citizens (hereafter referred to as "member") from the age of 17 and up, to contribute service in his or her own community. A partnership with Kentucky YMCA Youth Leadership provides a positive and effective structure for member service targets. FRYSC CORPS Youth Services members serve in high schools providing support to Youth Services Centers, schools and community non-profit organizations. Members also act as peer mentors for a younger student and mobilize community volunteers. The program has three major objectives in areas of getting things done, strengthening communities, and member development, as outlined in the FRYSC CORPS grant.

FRYSC CORPS MISSION STATEMENT

FRYSC CORPS is an AmeriCorps project, with members committed to serving the children of Kentucky in partnership with caring families, supportive schools and resource centers, active communities and dedicated volunteers, providing literacy-rich opportunities to assist K-12 students in improving their reading skills, benefiting their entire lives.

I. PARTNER DISTRICT ROLES AND RESPONSIBILITIES

A. In Kind:

Annual in-kind donation per FRYSC Corps member will be provided by service sites as follows:

In-Kind supervision for member(s) provided by FRYSC coordinator

Hours per month	# of Months	Cost per hour	Number of members	Total
	12	9 \$18.75	4	\$8,100

In-Kind mileage cost for travel to orientation

Round Trip Mileage	Per Mile Reimbursement	Number of members	Total
225 miles	\$.41	4	\$369

In-Kind use of office and event supplies

Cost of Supplies	# of Months	Number of members	Total
\$ 12.50	9	4	\$450

Total In-Kind Donation

\$8,919

- B. **Site Supervision:** Provide site supervision where AmeriCorps members are assigned. The Youth Service Center Coordinator will serve as the site supervisor. Site supervisors will be provided with FRYSC CORPS orientation information and a site supervisor's resources. They are expected to adhere to the policies and procedures contained therein. School principal may assume or appoint another school employee to site supervision of the FRYSC CORPS Youth Services Corps member if the FRYSC Coordinator is unable to fulfill that role. FRYSC Corps staff must be notified of all changes in supervision immediately. The FRYSC CORPS program year runs from Sept. 1, 2016 to Aug. 31, 2017.
- C. **Recruiting:** Sites are responsible for recruiting potential AmeriCorps/FRYSC CORPS members. A FRYSC Youth Service Corps application is required as the first step in this process. Sites must interview applicants for the position(s). The site supervisor and/or applicable school & district staff will select the candidate they prefer for their site. Final approval must come from the FRYSC CORPS Director.
- D. **Performance Goals:** FRYSC YSC members mentor 1 student. Members must be allowed to complete 18 hours of school-based mentoring with assigned students during the school year. A teacher/counselor/ YSC coordinator must complete a pre/post School Based Behavior Inventory based on student mentee. The FRYSC Corps will provide the inventory.
- E. **Civic Engagement:** The host site must support and promote the efforts of FRYSC CORPS members to support their host FRYSC's components and to inspire local community members to volunteer in school activities, community service, and other FRYSC CORPS projects.
- F. **Reporting:** The site supervisor will review and approve member time records, complete bimonthly service summaries and other reports, and surveys as required by FRYSC CORPS, KCCVS, and CNCS.

- G. **Meetings and Trainings:** Site supervisors should attend the program orientation presented by the program staff. They will also be required to participate in periodic teleconference meetings hosted by the program. The dates of those meetings will be arranged and announced to all site supervisors. Members should attend FRYSC meetings as required. FRYSC Corps will offer multiple meeting opportunities to accommodate schedules when possible.
- H. **Media Release:** The parties understand that partner school district may restrict the release of photographs, video and film identifying students. This is in keeping with school district policies relating to photographs, videos and student confidentiality. Media identifying students who are NOT under FRYSC Corps contract will not be shared without school district permission. Media identifying YSC Corps members who have agreed to our media policy may be shared.
- I. **Communication:** Site supervisors or principals must report any professional problems, extended absences or work-related accidents concerning the member to FRYSC CORPS program staff immediately. FRYSC, school or district staff may arrange for FRYSC CORPS staff to present AmeriCorps/FRYSC CORPS information at school board and other relevant meetings.
- J. **Prohibited Activities:** Ensure that FRYSC CORPS members will not engage or participate in any of the following while charging time to AmeriCorps service or representing themselves as an AmeriCorps participant:
1. Attempting to influence legislation;
 2. Organizing or engaging in protests, petitions, boycotts, or strikes;
 3. Assisting, promoting, or deterring union organizing;
 4. Impairing existing contracts for services or collective bargaining agreements;
 5. Engaging in partisan political activities, or other activities designed to influence the outcome of an election to any public office;
 6. 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;
 7. 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;
 8. Providing a direct benefit to—
 - a. A business organized for profit;
 - b. A labor union;
 - c. A partisan political organization;
 - d. A nonprofit organization that fails to comply with the restrictions contained in section 501(c)(3) of the Internal Revenue Code of 1986 except that nothing in this section shall be construed to prevent participants from engaging in advocacy activities undertaken at their own initiative; and
 - e. An organization engaged in the religious activities described in paragraph (7) of this section, unless Corporation assistance is not used to support those religious activities;
 9. Conducting a voter registration drive or using Corporation funds to conduct a voter registration drive;
 10. Providing abortion services or referrals for receipt of such services;
 11. Supplantation- Corporation assistance may not be used to replace State and local public funds used to support programs eligible to receive CNCS support

12. Nonduplication - Corporation assistance may not be used to duplicate an activity already available in the locality of a program.
13. Nondisplacement – Service site may not displace an employee or position, including reduction in hours, wages or benefits
 - a. Displace a volunteer already providing service to the organization
 - b. Create a service opportunity that prevents promotion of an employed individual
 - c. Perform duties that are already assigned to another employee
 - d. Perform duties or engage in activities that supplant the hiring of employed workers or a recalled worker pursuant to personnel procedure or a bargaining agreement.
14. Participants may not perform duties or services that have been performed by or were assigned to any;
 - a. Presently employed worker;
 - b. Employee who recently resigned or was terminated
 - c. Employee on leave (terminal, vacation, emergency or sick)
 - d. Striking or locked out employees
15. Fundraising that supports;
 - a. Participant living allowance
 - b. An organization general operating expenses or endowments
 - c. Write a grant application to CNCS or other federal agency
16. Such other activities as the Corporation may prohibit.

K. **Student Assignment to Members:** FRYSC Corps members are intended to act as school based peer mentors providing support for individual students identified as struggling to connect with their school community. FRYSC Corps members are not trained to manage students identified with behavior disorders. FRYSC Corps members should not be assigned care of students who are identified with or suspected of having disabilities that may put that mentor in a unsafe situation.

L. **Member Criminal History:** Students who are under age 18 will not undergo a criminal history check. However, FRYSC Corps has an expectation that students identified by their school or school district as a reasonable threat to other students absolutely may not serve as a FRYSC YSC Corps member. All applicants who are age 18+ and are considered for FRYSC YSC Corps positions must agree to a criminal history check. That check includes a search of the Department of Justice’s Sex Offender database, a search of state criminal history database from the applicant’s state of residence and a fingerprint based check submitted for a national search through the Kentucky State Police. The FRYSC Corps will bear the cost of the search. However, if the district has completed a check of the applicant within the 120 days before the applicant’s start date, the results of that check may be shared with the FRYSC Corps with the individual’s approval.

Any individual who is registered or is required to register on a sex offender registry or was convicted of murder will not be cleared to participate in the FRYSC Corps program, even if the school district’s policy may, under some circumstances (e.g. through and appeals process), allow it.

II. FRYSC CORPS Roles and Responsibilities

- A. **Financial:** Provide additional financial support for the program and members, through grant funds.
- B. **Site Supervision:** Provide programmatic supervision and management to ensure quality of service, program accountability and member support.

- C. **Performance Goals:** FRYSC CORPS staff is required to review site and member progress to ensure the performance goals in section D. and the civic engagement goals in section E. are on track for completion. FRYSC Corps staff will also review the reports required for submission by members and site supervisor to ensure accuracy and completeness.
- D. **Civic Engagement:** Support and promote the efforts of FRYSC CORPS and its partnership with the school district to support FRYSC core component programming and to inspire local community members to volunteer in school activities, community service, tutoring programs, and other FRYSC CORPS projects.
- E. **Reporting:** Complete quarterly and other reports, and surveys as required by FRYSC CORPS, KCCVS, and CNCS. Provide copies reports as requested to the Superintendent (or his/her designee) in order to communicate program information. FRYSC, school or district staff may arrange for FRYSC CORPS staff to present AmeriCorps/FRYSC CORPS information at school board and other relevant meetings.
- F. **Meetings and Trainings:** Sponsor partner meetings, to provide information regarding program policies and procedures, as well as an opportunity for an exchange of information between all FRYSC CORPS partners.
- G. **Media:** Develop, create and publish articles, videos, displays and other forms of publicity. Using variety of media outlets, promoting the mission of FRYSC CORPS and its partners.
- H. **Communication:** Report any problems or work-related accidents to partners immediately. Present information at school board and other relevant meetings as requested by partners.
- I. **Prohibited Activities:** Ensure that FRYSC CORPS members will not engage or participate in any activity as outlined in Section I, Paragraph J of this agreement.
- J. **Confidentiality:** Ensure that FRYSC CORPS members maintain the confidentiality standards expected of all school district employees. Ensure that confidentiality of referred students is maintained. FRYSC Corps members shall receive confidentiality training required of other community volunteers.
- K. **Member Replacement:** If a minimum-time member leaves the program during the 2016 - 2017 program year for any reason, that member MAY be replaced if they have served less than 30% of their commitment as stated in the Guidelines from the Corporation for National and Community Service.
- L. **Member Criminal History Check:** The FRYSC Corps is responsible for initiating a criminal history check for each service member prior to the service member's start of service. In compliance with the Corporation for National and Community Service provisions, the grantee (FRYSC Corps) which serves a vulnerable population must check the service member's name record in (1) the Department of Justice's Sex Offender Database and (2) the state repository for the service members place of residence, and (3) a fingerprint check with the FBI's national repository. A record of clearance decisions based on the results of these checks are considered grant documentation and are maintained with FRYSC Corps records at the Division of FRYSC at 275 E. Main St., Frankfort, KY.

III. Amendments to this Agreement

This agreement may be changed or revised with the written consent of both parties prior to signing the MoA.

IV. Authorization

McCreary County School System and FRYSC CORPS hereby acknowledge by their signatures that they have read, understood, and agreed to the terms of this document. This agreement will remain in effect until the end of the current program year, which is August 31, 2017.

FISCAL AGENCY

Ohio Valley Educational Cooperative

Signature on file at OVEC

Dr. Leon Mooneyhan, CEO

8/4/2016

Date

Heather Musinski

Heather Musinski, Program Director

8/4/2016

Date

FRYSC CORPS/AMERICORPS PROGRAM

PARTNER DISTRICT

McCreary County School System

Michael Cash, Superintendent