

CONTRACT FOR SERVICES BETWEEN
FAYETTE COUNTY PUBLIC SCHOOLS AND
KYNA KOCH

In continuance of the effort to increase efficiency, ensure consistency, and develop complete transparency within the Fayette County Public Schools ("FCPS"), FCPS and Kyna Koch ("Koch") do hereby enter into the following contract for services. In her capacity as FCPS consultant, Koch will assess and evaluate the current structures of the Departments of Budget and Staffing and of Financial Services with a focus on full implementation of MUNIS services. She will continue to make recommendations to the Superintendent as to any reforms and/or restructuring within these departments and will report directly to the Superintendent.

Purpose: This Agreement sets out the terms by which FCPS and Koch will work together to develop and implement outcomes as indicated below.

This agreement will become effective on January 1, 2015, and will remain effective to and including June 30, 2015. Either party may terminate this contract with fourteen (14) days' notice.

Responsibilities of Fayette County Public Schools

1. FCPS will provide technical assistance and support including but not limited to necessary electronic hardware, associated software and other needs as identified and agreed upon. FCPS will provide full access for Koch to all financial and budgeting documents, records, and accounts.

Primary Employee Responsibilities

2. Koch will examine all current policies, procedures, and processes in the Budget and Staffing and Financial Services Departments.

3. Koch will examine all current FCPS organizational structures.

4. Koch will evaluate all such information and develop recommendations to present to the Superintendent. These recommendations will focus on the implementation of structures and processes that ensure accuracy, consistency and transparency in all Budget and Financial Services accounts and reports.

5. These recommendations will include, but are not limited to, potential restructuring of FCPS departments, implementation of more effective financial reporting strategies, and the development of more effective budgeting strategies.

6. Koch will further give consideration to the findings contained in the report made by the Kentucky State Auditor released on September 17, 2014, and assess the issues raised within that report to ensure the development of practices and procedures needed to address those issues.

Remuneration

7. In consideration for the responsibilities listed above, FCPS agrees to pay Koch at the rate of \$500.00 per work day on a two-hundred-forty-five (245) day work calendar for the 2014-15 school year. Due to Koch's current retirement status with KTRS, Koch will work part-time (69%) of a 245-day calendar at a critical shortage status; that is not to exceed 169 total days worked for the 2014-2015 school year.

General Provisions

8. KRS 45A.455 prohibits conflicts of interest, gratuities, and kickbacks to employees of the Board of Education in connection with contracts for supplies or services whether such gratuities or kickbacks are direct or indirect. KRS 45A.990 provides server penalties for violations of the laws relating to gratuities or kickbacks to employees which are designed to secure a public contract for supplies or services.

9. If any section, paragraph, or clause of this contract shall be held invalid by any court of competent jurisdiction, the invalidity of said section, paragraph, or clause shall not affect any remaining provisions herein.

10. This contract is deemed to be made under and shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky.

11. Venue for any legal action filed concerning this contract shall be Fayette County, Kentucky.

12. This writing reflects the entire agreement between the parties. No change or modification of this Agreement shall be valid or binding upon the parties hereto, nor shall any waiver of any terms or conditions hereof be deemed a waiver of such terms or conditions in the future, unless such change, modification, or waiver shall be in writing and signed by the parties hereto.

This contract is entered into this the _____ day of November 2014 by the undersigned:

Tom Shelton, Superintendent
Fayette County Public Schools

Date

Kyna Koch

Date