



**FLOYD COUNTY BOARD OF EDUCATION**  
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Jeff Stumbo, Chair - District 3  
Linda C. Gearheart, Vice-Chair - District 1  
Dr. Chandra Varia, Member - District 2  
Rhonda Meade, Member - District 4  
Sherry Robinson, Member - District 5

**Consent Agenda Item (Action Item):** Approve MOA between the Commonwealth of Kentucky, EPSB and Floyd County Schools that will enable FCS to participate in the Network Improvement Community with the Next Generation SEED grant.

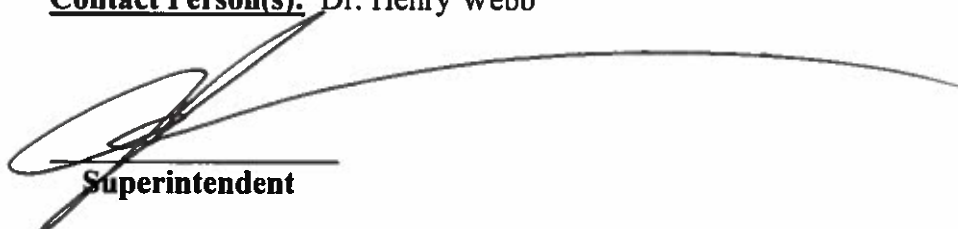
**Applicable Statute or Regulation:** KRS 162.90 Powers and duties of the local board.

**Fiscal/Budgetary Impact:** Floyd County Schools will be awarded \$70,000 to as part of this agreement.

**History/Background:** The intent of the MOA and the resulting SEED Grant funds is to establish an agreement between the Commonwealth of Kentucky, EPSB, and Floyd County Schools to engage in the Network Improvement Community. If approved, Floyd County Schools will participate as part of the Network to Transform Teaching (NT3); a Networked Improvement Community funded by through a 2015 Supporting Effective Educator Development (SEED) grant from the U.S. Department of Education. The amount of the award is \$70,000. Existing staff will be assigned duties centered on leadership initiatives with the current district curriculum/instruction/assessment team and NBCT Cohort; the development and implementation of a comprehensive induction program for beginning teachers and other curriculum issues. The salary cost will be paid through the grant funds and savings from reductions of other central office positions made during the last year.

**Recommended Action:** Adopt as recommended

**Contact Person(s):** Dr. Henry Webb

  
**Superintendent**

**Date:** August 11, 2016

The Floyd County Board of Education does not discriminate on the basis of race, color, national origin, age, religion, marital status, sex, or disability in employment, educational programs, or activities as set forth in Title IX & VI, and in Section 504.

## **Memorandum of Agreement Terms and Conditions**

This Memorandum of Agreement (MOA) is entered into, by and between the Commonwealth of Kentucky, EPSB (“the Commonwealth”) and Floyd County Public Schools (“the Contractor”) to establish an agreement to engage in the Network Improvement Community with the Next Generation SEED grant. The initial MOA is effective from September 1, 2016, through June 30, 2017.

### **Scope of Services:**

The Contractor will engage in the Network to Transform Teaching (NT3), a Networked Improvement Community funded by a 2015 Supporting Effective Educator Development (SEED) grant from the U.S. Department of Education, in the following ways:

- A. The Contractor shall engage two NT3 Pilot Schools to participate in a two-year long effort to build learning communities grounded in the accomplished teaching body of knowledge. Each NT3 Pilot School will develop measurable aims on an annual basis.
- B. The Contractor shall communicate the learning of the district and schools related to the following objectives of the Next Generation SEED grant with the Kentucky Site Director and the National Board through monthly reporting processes:
  - a. Strengthen the support new teachers receive to develop into accomplished practitioners, ready to pursue and achieve board certification;
  - b. Integrate the standards of accomplished practice and the pursuit of board certification into teachers’ work and school day; and
  - c. Leverage the instructional expertise of accomplished teachers to lead professional learning of their in-service colleagues.
- C. The Contractor shall designate a District Sponsor and District Improvement Lead who will serve the roles outlined in the Next Generation Charter:
  - a. Contractor shall select a senior leader (defined as, at a minimum, reporting to the cabinet level) to serve as District Sponsor on behalf of the entire District leadership team.
  - b. Contractor shall select a day-to-day Improvement Lead to facilitate the work of the local improvement team, submit monthly reporting to the Kentucky Site Director, and facilitate access to data as part of the program evaluation.
- D. The Contractor shall set district-level improvement aims that are connected to the state-level goals as well as strategic initiatives in District. Improvement learning expectations include:
  - a. Conduct test of the recommending changes in alignment with district aims;
  - b. After successful testing and adaptation, implement the changes across District;

- c. Convene an improvement team (including teachers, principals, and central office staff) to participate actively in the network; and
  - d. Provide the resources to support the improvement team, including the time to devote to this effort (project management for the duration of the initiative, regular team meetings, time for team to run testing cycles, and active senior leadership involvement.)
- E. Contractor shall participate in Learning Sessions and monthly Network Meeting webinars as outlined by the Next Generation Charter.

**Pricing:**

Contractor shall adhere to state and National Board budget process, guidelines on allowable costs, and invoicing process. An annual budget will be developed by the Contractor in conjunction with EPSB, and is subject to EPSB and National Board approval and acceptance.

Payment will be made on a reimbursement basis upon receipt of an approved monthly vendor invoice. Prior to payment of any invoice, a quarterly report shall be submitted to the EPSB's Executive Director. The quarterly report shall be completed by district staff assigned to consult with the EPSB under this agreement. It shall contain a narrative detailing the activities performed to complete the scope of services described in this agreement, as well as the time expended by the staff persons if applicable.

Invoices shall be sent by USPS to EPSB, ATTN: Executive Office, 100 Airport Road, 3rd Floor, Frankfort, KY 40601 or by e-mail to the two following recipients: ashley.abshire@ky.gov and sherry.brumback@ky.gov. Invoices shall be received by the EPSB no later than December 31st and June 30th. Payments for services shall be issued within thirty (30) after the receipt of an approved vendor invoice.

Contractor shall maintain supporting documents to substantiate invoices for auditing purposes.

This contract shall have a not to exceed amount of \$70,000.00.

**Cancellation clause:**

Either party may cancel the agreement at any time for cause or may cancel without cause on 30 days' written notice.

**Funding Out Provision:**

The state agency may terminate this agreement if funds are not appropriated to the contracting agency or are not otherwise available for the purpose of making payments without incurring any obligation for payment after the date of termination, regardless of the terms of the agreement. The state agency shall provide the Contractor thirty (30) calendar days written notice of termination of the agreement due to lack of available funding.

**Reduction in Contract Worker Hours:**

The Kentucky General Assembly may allow for a reduction in contract worker hours in conjunction with a budget balancing measure for some professional and non-professional service contracts. If under such authority the agency is required by Executive Order or otherwise to reduce contract hours, the agreement will be reduced by the amount specified in that document.

**Access to Records:**

The state agency certifies that it is in compliance with the provisions of KRS 45A.695, "Access to contractor's books, documents, papers, records, or other evidence directly pertinent to the contract." The Contractor, as defined in KRS 45A.030(8) and (10), agrees that the contracting agency, the Finance and Administration Cabinet, the Auditor of Public Accounts, and the Legislative Research Commission, or their duly authorized representatives, shall have access to any books, documents, papers, records, or other evidence, which are directly pertinent to this agreement for the purpose of financial audit or program review. The Contractor also recognizes that any books, documents, papers, records, or other evidence, received during a financial audit or program review shall be subject to the Kentucky Open Records Act, KRS 61.870 to 61.884. Records and other prequalification information confidentially disclosed as part of the bid process shall not be deemed as directly pertinent to the agreement and shall be exempt from disclosure as provided in KRS 61.878(1)(c).

**Effective Date:**

All Memorandum of Agreements are not effective until the Secretary of the Finance and Administration Cabinet or his authorized designee has approved the agreement and until the agreement has been submitted to the government contract review committee. However, in accordance with KRS 45A.700, memoranda of agreement in aggregate amounts of \$50,000 or less are exempt from review by the committee and need only be filed with the committee within 30 days of their effective date for informational purposes.

KRS 45A.695(7) provides that payments on personal service contracts and memoranda of agreement shall not be authorized for services rendered after government contract review committee disapproval, unless the decision of the committee is overridden by the Secretary of the Finance and Administration Cabinet or agency head, if the agency has been granted delegation authority by the Secretary.

**Violation of tax and employment laws:**

KRS 45A.485 requires the Contractor and all subcontractors performing work under the agreement to reveal to the Commonwealth, prior to the award of a contract, any final determination of a violation by the Contractor within the previous five (5) year period of the provisions of KRS chapters 136, 139, 141, 337, 338, 341, and 342. These statutes relate to the state sales and use tax, corporate and utility tax, income tax, wages and hours laws, occupational safety and health laws, unemployment insurance laws, and workers compensation insurance laws, respectively.

To comply with the provisions of KRS 45A.485, the Contractor and all subcontractors performing work under the agreement shall report any such final determination(s) of violation(s)

to the Commonwealth by providing the following information regarding the final determination(s): the KRS violated, the date of the final determination, and the state agency which issued the final determination.

KRS 45A.485 also provides that, for the duration of any contract, the Contractor and all subcontractors performing work under the agreement shall be in continuous compliance with the provisions of those statutes, which apply to their operations, and that their failure to reveal a final determination as described above, or failure to comply with the above statutes for the duration of the agreement shall be grounds for the Commonwealth's cancellation of the agreement and their disqualification from eligibility for future state contracts for a period of two (2) years.

Contractor must check one:

\_\_\_\_\_ The Contractor has not violated any of the provisions of the above statutes within the previous five (5) year period.

\_\_\_\_\_ The Contractor has violated the provisions of one or more of the above statutes within the previous five (5) year period and has revealed such final determination(s) of violation(s). Attached is a list of such determination(s), which includes the KRS violated, the date of the final determination, and the state agency which issued the final determination.

**Discrimination:**

This section applies only to agreements disbursing federal funds, in whole or part, when the terms for receiving those funds mandate its inclusion. Discrimination (because of race, religion, color, national origin, sex, sexual orientation, gender identity, age, or disability) is prohibited. During the performance of this agreement, the Contractor agrees as follows:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, national origin, sex, sexual orientation, gender identity or age. The Contractor further agrees to comply with the provisions of the Americans with Disabilities Act (ADA), Public Law 101-336, and applicable federal regulations relating thereto prohibiting discrimination against otherwise qualified disabled individuals under any program or activity. The Contractor agrees to provide, upon request, needed reasonable accommodations. The Contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, national origin, sex, sexual orientation, gender identity, age or disability. Such action shall include, but not be limited to the following; employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensations; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

2. In all solicitations or advertisements for employees placed by or on behalf of the Contractor, the Contractor will state that all qualified applicants will receive consideration for employment without regard to race, religion, color, national origin, sex, sexual orientation, gender identity,

age or disability.

3. The Contractor will send to each labor union or representative of workers with which he/she has a collective bargaining agreement or other contract or understanding, a notice advising the said labor union or workers' representative of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance.

4. The Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965 as amended, and of the rules, regulations and relevant orders of the Secretary of Labor.

5. The Contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, as amended, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

6. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this agreement or with any of the said rules, regulations or orders, this agreement may be cancelled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further government contracts or federally-assisted construction contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, as amended, and such other sanctions may be imposed and remedies invoked as provided in or as otherwise provided by law.

7. The Contractor will include the provisions of paragraphs (1) through (7) of section 202 of Executive Order 11246 in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor, issued pursuant to section 204 of Executive Order No. 11246 of September 24, 1965, as amended, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

**Approvals**

This agreement is subject to the terms and conditions stated herein. By affixing signatures below, the parties verify that they are authorized to enter into this agreement and that they accept and consent to be bound by the terms and conditions stated herein. In addition, the parties agree that (i) electronic approvals may serve as electronic signatures, and (ii) this agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all counterparts together shall constitute a single agreement.

1st Party:

_____ Signature	_____ Title
_____ Printed Name	_____ Date

2nd Party:

_____ Signature	_____ Title
_____ Printed Name	_____ Date

Other Party

_____ Signature	_____ Title
_____ Printed Name	_____ Date

Approved as to form and legality:

\_\_\_\_\_  
Attorney