



**FLOYD COUNTY BOARD OF
EDUCATION**
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CERTIFIED MAIL-RETURN RECEIPT REQUESTED

Consent Agenda Item (Action Item): Consider approval of Memorandum of Agreement between the Floyd County School System and Teach for America, INC.

Applicable Statute or Regulation: BOE Policy 01.11 General Powers and Duties of the Board.

Fiscal/Budgetary Impact: Teach for America has raised the fee from \$3000 per teacher hired to \$3500 per teacher hired for up to two years the teacher is employed. Additionally, there is a fee of \$1000 extra for teachers hired in the field of Math and/or World Language. This additional fee will be picked up by the schools that select these teachers.

History/Background: Teach for America is an organization that has gained approval through the legislature, KDE and EPSB. We have had this program in Floyd County for the last three years and it has proven to be very beneficial in the placement of teachers in high need areas such as Math, Science, and Foreign Language. The program identifies individuals who are committed to serving as teachers in rural or urban areas and that are willing to make a two year commitment to stay in the district in which they are hired. The individuals are trained and certified through EPSB and are permitted to teach in Kentucky. The program will provide teachers based on district/school needs. Teach for America will supply to teacher candidates and the same hiring procedures will be utilized with the Board picking up the \$3500 per staff person placed in our district. If those teacher are in the fields of Math or World Language there is an additional fee of \$1000 that will be paid by the schools that select these teachers.

Recommended Action: Approve the Memorandum of Agreement between Floyd County Schools and Teach for America, INC.

Contact Person(s): Ted George, Director – Human Resources



Director



Superintendent

Date: January 19, 2017

Memorandum of Agreement

Between

Floyd County Schools and Teach For America, Inc.

This Memorandum of Agreement, dated _____, is entered into by Floyd County Schools ("School District") and Teach For America, Inc., a not-for-profit organization headquartered in the State of Connecticut. This Memorandum sets forth the terms under which School District will hire new teachers provided by Teach For America (i.e. "Teachers").

About the parties: Teach For America seeks to identify, train and provide a network of on-going support and professional development for highly qualified Teachers who are specifically equipped to enhance student achievement in under-resourced communities, and to facilitate the placement of such Teachers in schools serving such communities. School District seeks to recruit and employ such highly qualified new Teachers and to equip them with the ongoing support and professional development necessary to ensure that they succeed in the classroom.

About the proposed partnership: This Memorandum of Agreement outlines the relationship between Teach For America and School District for the initial two years of collaboration, with the understanding that a more formal Professional Services Agreement may be put in place for future arrangements. This proposal is also contingent upon the availability of sufficient funding to enable Teach For America to expand its operations to the region and to provide the services described below.

I. Responsibilities of School District

A. Designation of Teachers

1. School District will collaborate in good faith with Teach For America to review the grade levels, subject matter expertise, and minimum/maximum numbers of such Teachers for hire under this Agreement (which range may be inclusive of "0" Teachers). Below School District has provided its best estimates as to this information at the present time. School District also agrees to coordinate with the councils of the individual schools in order to provide confirmation of these details as soon as possible. Individual school councils and principals will be responsible for hiring Teachers according to the below arrangements and councils and principals may choose to hire no Teachers through Teach For America. Teach For America agrees to use its best efforts to provide the number of Teachers requested, although it cannot guarantee its ability to do so.

Certification Area	Grade Range	Agreed Number of Teachers	School Years of Employment
All	K - 12	0 - 5	2017-2018
All	K - 12	0 - 5	2018-2019
All	K - 12	0 - 5	2019-2020

B. Hiring of Teachers

1. All Teachers hired by School District under this Agreement will be employed starting on the first day of employment for all new staff members. If School District is unable to hire any Teachers by the above date, School District will use its best efforts to hire them in an interim capacity until appropriate permanent placements become available.
2. It is the goal of both parties that all Teachers hired under this Agreement will be employed by School District for a minimum of two consecutive school years, provided that individual Teachers display satisfactory performance. Although both parties recognize the critical importance of such a two year placement for the Teach For America Teacher model, and agree to work towards this goal in good faith, they acknowledge that where School District is bound by pre-existing collective bargaining agreements and applicable municipal and state laws and regulations to exclusively engage in one-year annual teacher contracts, Teach For America Teacher contracts may be treated similarly and reviewed on an annual basis.
3. School District may also continue to employ individual Teachers beyond the two year commitment by mutual agreement between School District and Teachers.
4. School District may accept the "Common Application for Certified Employment" (Attachment "A" attached and hereto incorporated therein) as a certified application for Teacher applicants per this agreement subject to its obligations under pre-existing collective bargaining agreements, contracts, or applicable municipal and state law.

C. Compensation of Teachers

1. Each Teacher will receive at least the same salary and benefits as those received by other full-time certified Teachers with similar teaching experience.
2. Subject to compliance with applicable laws and contracts, and with Kentucky statutory guidelines taking precedence over any

other terms and considerations outlined by this Agreement, in the event of layoffs or other elimination of Teacher positions, Teachers will be treated at least as favorably as other Teachers with the same job classification, certification status and/or seniority rights.

D. Financial Obligations to Teach For America

1. In recognition of the costs incurred by Teach For America for the recruitment, selection, training, and professional development support of Teachers, School District agrees to pay Teach For America \$3,500 per teacher per year for up to two years for each Teacher hired, and an additional \$1,000 per year for each Teacher hired for mathematics or world languages by School District pursuant to this Agreement.

E. Student Achievement Data

1. School District acknowledges that Teach For America has a legitimate educational interest in student data as set forth in the Family Education Rights and Privacy Act ("FERPA"). Therefore, School District will permit Teach For America to collect state standardized testing data from participating Teachers in order to provide ongoing professional development services and the effectiveness of its Teachers. Teach For America may also disclose such data to additional parties with the advance written consent of School District. All data collection and disclosure, however, must comply with any applicable Kentucky statutory guidelines.

F. Professional Credentialing

1. School District will cooperate with the Teach For America staff to ensure that Teachers are aware of and meet all state and local licensure requirements.

II. Responsibilities of Teach For America

A. Recruitment and Selection of New Teachers

1. Teach For America agrees to use its best reasonable efforts to recruit and select applicants from diverse backgrounds.

B. Pre-Service Training and Professional Development

1. Teach For America will provide Teachers with an intensive summer training institute to prepare them to enter the classroom and to serve as "highly qualified" Teachers under No Child Left Behind and state guidelines. Teach For America will also provide Teachers with access to ongoing professional development and related resources throughout the year. The

expense of these activities will be borne by Teach For America, with the fees described by this Agreement helping to offset a small portion of this cost.

C. Placement Process

1. Teach For America will work with School District to identify specific partner schools for Teacher placement.

III. Other Terms and Conditions

A. Term; Termination; Amendment

1. The term of this Agreement will be for a period of 3 years, and will cover corps member placements for the school years 2017-18, 2018-19 and 2019-20. Either party may terminate this Agreement at any time upon 30 days' written notice to the other party. This Agreement may also be amended by mutual written agreement of the parties.

IN WITNESS WHEREOF, each of School District and Teach For America has caused its duly authorized representative to sign this Agreement in the space provided below.

Floyd County Schools

By _____
Name: Dr. Henry Webb
Title: Superintendent

Teach For America, Inc.

By _____
Name: Josh Sparks
Title: Executive Director