FLOYD COUNTY BOARD OF EDUCATION
Stephen A. Trimble, Interim Superintendent
106 North Front Avenue
Prestonsburg, Kentucky 41653
Telephone (606) 886-2354 Fax (606) 886-4550
www.floyd.kyschools.us

Consent Agenda Item (Action Item): Consider/Approve Memorandum of Agreement (MOA) between Kentucky School Boards Association (KSBA) and Floyd County Board of Education for the KPC School Energy Managers Project.

Applicable Statute or Regulation: Chapter 01 (01.11) General Powers and Duties of the board.

Fiscal/Budgetary Impact: KPC Funds allocated for the Energy Manager is $7,570.00 from January 1 through June 30, 2018.

History/Background:
On March 21, 2017 the PSC in Case No. 2017-00097 initiated a proceeding to determine the reasonableness of continuing existing Kentucky Power Company ("KPC") energy management programs and on May 4, 2017 placed a hold on most of KPC's programs pending the outcome of the proceeding.

School Energy Managers Project ("SEMP") funding support from KPC authorized in PSC Case Nos. 2014-00178 and 2015-00189 expired on June 30, 2017 with some unspent funds. On November 2nd the Kentucky Public Service Commission authorized KPC to release the unspent funds to continue operation of energy manager funding. As a result this funding is now available to your district to support the salary of your energy manager from January 1, 2018 through June 30, 2018.

Recommended Action: To approve as presented.

Contact Person(s): Gregory Adams/606-874-9569

Gregory Adams
Director

Superintendent

Date: December 18, 2017

MEMORANDUM OF AGREEMENT

BETWEEN THE

KENTUCKY SCHOOL BOARDS ASSOCIATION (KSBA)

AND

FLOYD COUNTY SCHOOLS

KPC SCHOOL ENERGY MANAGERS PROJECT

THIS MEMORANDUM OF AGREEMENT (the "AGREEMENT") is made and entered into this January 1, 2017 by and between the Kentucky School Boards Association, 260 Democrat Drive, Frankfort, Kentucky 40601 (hereinafter "KSBA") and Floyd County Schools, 106 N. Front Ave., Prestonsburg, KY 41653, (hereinafter "District").

WITNESSETH:

WHEREAS, KRS 160.325 requires school districts to respond to rising energy costs by focusing on the management of its various uses of energy; and

WHEREAS, KRS 160.325 requires, annually on or before December 1, a report to the Kentucky Department of Energy Development and Independence and the Kentucky Legislative Research Commission on the status of the development of energy management plans by boards of education and the anticipated savings to be obtained from those plans; and

WHEREAS, board policy 05.23 requires the Superintendent to direct the development of an energy management plan (EMP) and oversee the implementation and maintenance of the plan and report by October 1 of each year the EMP results for each fiscal year, including annual energy usage, costs and anticipated savings; and

Whereas, KSBA has been designated by the Department of Energy Development and Independence to receive the individual district reports and provide the required statewide KRS 160.325 report; and

WHEREAS, KSBA is a nonprofit corporation, governed by a statewide board of directors, comprised of school board members from public school systems in the Commonwealth of Kentucky; and

WHEREAS, KSBA in 2010 implemented the School Energy Managers Project ("SEMP") to support district efforts in compliance with KRS 160.325; and

WHEREAS, District recognizes the opportunity to conserve both financially and environmentally by implementing an energy management plan; and

WHEREAS, KSBA and KPC entered into an Energy Management Program Agreement (the "Program Agreement") on June 30, 2015, whereby KSBA agreed to coordinate and administer through SEMP a grant program to provide the matching funds and support for energy management programs at the district level; and

WHEREAS, the Kentucky Power Company (KPC) has been authorized by the Kentucky Public Service Commission in PSC Case No. 2017-00097 to provide unspent Program Agreement funding of $87,500 to provide matching funds for energy managers employed to serve public districts with schools located in their service territory; and

WHEREAS, the unspent funds are available to districts during the period January 1, 2018 through June 30, 2018 to provide 40 percent of the salary, not to exceed $10,800, for a full-time Energy Manager position; and

WHEREAS, the expenditure of funds shall be monitored and subject to KPC review within the terms of the Program Agreement; and

WHEREAS, District is a body politic and corporate, pursuant to KRS 160.160, having the authority to contract; and

NOW, THEREFORE, 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 to this AGREEMENT, KSBA and District hereby COVENANT AND AGREE to partner together in the School Energy Managers Project and to participate in the program as follows:

1. OBLIGATIONS OF District

1.1 District shall undertake the following obligations for itself and each of the Participants for KPC served K-12 schools and further agrees that such terms shall be binding as applicable on the participating districts sharing resources as provided in the premises:

1.1.1 Employ an Energy Manager to comply with the energy management grant awarded to District by KSBA beginning January 1, 2018 and continuing through June 30, 2018 to serve itself and the Participants;

1.1.2 Develop a job description for the energy manager position that includes the following responsibilities:

- Assist district energy committee with implementation and maintenance of district EMP.
- Analyze utility bill correctness and develop baselines to facilitate computation of ongoing energy savings.
- Facilitate and/or conduct building energy assessments and identify actions to enhance efficient use of energy.
- Review existing building operation procedures and implement revised procedures to facilitate more efficient energy use practices.
- Implement and support Energy Teams at the individual school level.
- Maintain accurate records and databases for efficient program monitoring and evaluation.
- Communicate efficient energy usage practices and achievements to faculty, staff, students and the community.
- Evaluate opportunities for ENERGY STAR Certification and develop and implement practices to achieve such certification.
- Participate in Professional Development opportunities to better understand relationship between energy management, school districts and its relationship to educational, financial and environmental goals and objectives.
- Collaborate with teachers in developing energy efficiency as a core curriculum element.

1.1.3 ANNUALLY the district shall submit to KSBA:

- An Energy Management Plan ("EMP") and identify anticipated savings as consistent with KRS 160.325;
- An Energy Management Report ("EMR") also consistent with KRS 160.325;
- An Energy Management Work Plan which details the activities to achieve an annual 2.5 percent Energy and Demand Reduction:

1.1.3..1 A WORK PLAN developed by:

- Auditing the district's facilities and identifying energy efficiency improvements which will improve the districts energy utilization;
- Developing a comprehensive list and cost of the identified Energy Conservation Measures (ECMs);
- Prioritizing and creating a timeline for implementation of the ECMs;
- Presenting for approval by the District Energy Team the ECMs into SCHEDULED short-term and long-term activities to be recommended to the Superintendent and Board of Education for budget inclusion and action.

1.1.4 QUARTERLY (within 45 days of the end of the quarter), the district and Energy Manager shall report:

- Total monthly electric demand and energy usage separated by KPC and non KPC service and by demand billed and non-demand billed on forms provided by KSBA.
- A list of the annual WORK PLAN activities implemented during the quarter.
- Provide invoice(s) and supporting documentation quarterly as required to KSBA for costs to be reimbursed subject to terms of this Agreement;

1.1.5 MONTHLY, the district shall provide KSBA monthly timesheets for the Energy Manager that shows time spent for each district served by the Energy Manager;

1.1.6 As APPLICABLE, the district and Energy Manager shall also:

- Provide for its Energy Manager to participate in energy management training, as coordinated by KSBA;
- Certify one or more new ENERGY STAR Rated Schools
- Support student energy team projects

1.1.7 Comply with the applicable requirements of the attached Program Agreement, which is attached and is hereby incorporated into this AGREEMENT;

1.1.8 Retain all records relating to the Project for at least three (3) years after the end of the term of this AGREEMENT;

2. OBLIGATIONS OF KSBA

2.1 KSBA shall undertake the following obligations:

2.1.1 Pay District the amounts for each participant as listed under "KPC Funding" as set forth on Attachment A or until termination of the MOA, whichever occurs earlier, prorated on a monthly basis as allowed by the terms of the Program Agreement

2.1.2 Payment will be made no less than quarterly within 30 days of receipt of payroll records from District;

2.1.3 Assist with the training, coaching and the establishment, monitoring and evaluation of performance goals of the Energy Manager;

2.1.4 Coordinate planning and scheduling of technical and professional development for the Energy Manager;

2.1.5 Assist the Districts in complying with the requirements of KRS 160.325 and Board Policy 05.23;

2.1.6 Assist the Energy Manager in communicating with the school administration and the local community regarding the program.

3. MUTUALITY OF OBLIGATIONS

3.1 The obligations imposed upon the parties to this AGREEMENT are for the benefit of the parties and we each hereby agree that timely fulfillment of each and every obligation in accordance with this AGREEMENT is material and necessary. In the event of a material breach by either party to this AGREEMENT, the other party shall give written notice of the breach to the breaching party and the opportunity to cure such breach within (10) business days. Upon the failure of the breaching party to cure within said timeframe, the non-breaching party may terminate this AGREEMENT upon notice without further obligation to the other party.

3.2 Except as otherwise provided in this AGREEMENT, the parties to this AGREEMENT shall be solely responsible for any costs incurred in fulfilling their obligations under the AGREEMENT, and no party shall have any claim against the other party for reimbursement of such costs.

3.3 District agrees and understands that this AGREEMENT allows for a potential grant funding source which, subject to conditions of the grant and as set out herein, may apply towards certain costs of energy positions and District further agrees and understands that District shall be solely responsible for any and all legal, statutory, contractual, and financial obligations (over and above proper application of grant funding, including, but not limited to employee benefits) which apply by and between District and individuals hired by District in energy related positions. Nothing herein shall be deemed to create an employment or third party beneficiary relationship between individuals hired by the district in energy related positions and KSBA, the Commonwealth of Kentucky, or any agency thereof.

4. TERM OF AGREEMENT

4.1 The term of the AGREEMENT shall run from January 1, 2018 through June 30, 2018, or until termination of the Program Agreement as otherwise provided herein.

5. CANCELLATION

5.1 This AGREEMENT can be terminated without cause by mutual consent of the parties following thirty (30) days prior written notice to the other party, or by KSBA at any time upon depletion of the grant funding and for cause as provided for in paragraph 3.1.

6. NOTICE

6.1 Notices required under this agreement shall be mailed by registered or certified mail, or hand-delivered, to the District Schools' Superintendent at the address at the beginning of this AGREEMENT and to the KSBA Executive Director at the address at the beginning of this AGREEMENT.

IN WITNESS WHEREOF, KSBA and District have executed this AGREEMENT as of the date first written above.

AGREED TO BY:

Kentucky School Boards Association

_______________________________ Date: 12/5/17
Kerri Schelling, Executive Director

Floyd County School Board of Education

_______________________________ Date: _______________
Board Chairperson

Attested by: _______________________ Date: _______________
Board Secretary

Floyd County
KPC Energy Manager
Funding Allocation

Atachment A
January 1, 2018

Each partnership is entitled up to 40 percent of the energy manager's salary as denoted below per PSC Case Order No. 2017-00097

KP Funds allocated based on K-12 schools in their service area.

State will fully fund health insurance and retirement benefit similar to other non-federal employees.

Districts are responsible for local provided benefits, office expense and travel

	Total K-12 Schools	KPC Served K-12	Percent KPC	Annual Salary $48,175	Annual Energy Manager Percent FTE	Annual Energy Manager Salary	Annual Energy Manager KPC Schools	KPC PSC No. 2017-00097 45% 1/1/18-6/30/18	District Match 60% 1/1/18-6/30/18
Floyd	14	12	86%	100.00%	66.67%	$32,116	$27,528	$6,194	$7,570
Total	14	12		100.00%		$32,116	$27,528	$6,194	$7,570