



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

Consent Agenda Item (Action Item): Consider and approve KET Ready to Learn Grant for Floyd County Schools-Literacy, Learning and Lunch Program.

Applicable Statute or Regulation: KRS 162.90 Powers and duties of the Local Board of Education.

Fiscal/Budgetary Impact: None as the funding will be through KET and the Ready to Learn Grant in the amount of \$2,600.

History/Background: The purpose of this agreement between the Floyd County Board of Education and Kentucky Education Television is to coordinate services of the Ready to Learn "Cat in the Hat" Family Creative Learning curriculum series to be taught one day per week for four consecutive weeks at one of the two housing authority locations within Floyd County during the summer Literacy, Learning and Lunch Program dates for 2019.

Recommended Action: Approve the agreement as presented.

Contact Person(s): Anna Whitaker Shepherd, Director (606-886-4555)


Director


Superintendent

Date: April 17, 2019

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 i

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.

Kentucky Educational Television Foundation, Inc.
600 Cooper Drive
Lexington, KY 40502

Grant: Ready to Learn

Department: Education

Budget Code: 4083

Encumbrance

Amount: \$2600

This Grant

Is Effective: 2/1/19

And Expires: 9/30/19

Grant For: Floyd County Schools - Literacy, Learning, and Lunch Program

GRANTEE

AGREEMENT

This agreement is made and entered into this 2/1/19, by and between Kentucky Educational Television Foundation, Inc., 600 Cooper Drive, Lexington, KY 40502, hereinafter referred to as the Foundation, and Floyd County Schools- Literacy, Learning, and Lunch Program, hereinafter referred to as the Grantee.

RECITALS

WHEREAS, the Foundation desires to have the following services performed on its behalf; and

WHEREAS, the Foundation has concluded that KET Foundation personnel are not available to perform said service or it would not be feasible to utilize KET Foundation personnel to perform said services; and

WHEREAS, the Grantee is available and is qualified to advise and/or perform said service; and

WHEREAS, for the hereinbefore stated reason(s), the Foundation desires to avail itself of the services of the Grantee;

NOW, THEREFORE, in consideration of the mutual promises set forth herein, it is agreed by and between the Foundation and the Grantee:

SECTION 1. DESCRIPTION OF SERVICES

The Grantee will perform the services described with particularity as follows:

- Complete the Cat in the Hat Family Creative Learning (FCL) on or before August 30, 2019
- Serve 12+ families at the Cat in the Hat FCL and will prioritize registration for children ages 3 to 8 from low-income households
- Advertise, recruit, and promote the Cat in the Hat FCL using Ready To Learn grant approved materials
- Ensure all participating children and/or families have completed registration and photo release forms
- Encourage continued participation of children and/or families throughout the entire Cat in the Hat FCL
- Ensure that the provided iPad incentive is impartially given away to one child and/or family that attends all Cat in the Hat FCL sessions and provide the Foundation with detailed documentation that includes names of eligible children and/or families, and the process used to select winning child and/or family
- Designate at least 1 lead facilitator to attend an in-person facilitator training conducted by KET and ensure the designated facilitator implements the Cat in the Hat FCL in the capacity of lead facilitator
- Provide space, food, and enough facilitators for a successful Cat in the Hat FCL. It is suggested that for a FCL there is 1 facilitator for every 4 families
- Ensure facilitators have materials to successfully implement the Cat in the Hat FCL. Materials list for FCL available upon request

- Ensure all facilitators and families participating in the Cat in the Hat FCL complete required evaluation surveys
- Sign release/return forms for borrowed equipment (iPads) and return equipment to the Foundation within 15 days from event completion or sooner if requested by the Foundation
- Return all loaned, non-consumable materials to the Foundation within 15 days from event completion or sooner if requested by the Foundation
- Submit interim report 4 weeks prior to event
- Submit required reports, including attendance records and event photos, to KET within 15 days of event completion

KET will:

- Conduct facilitator training
- Provide technical assistance leading up to the event and conduct one on-site technical assistant visit during the Cat in the Hat FCL
- Provide forms, templates, and other required documents
- Provide a template for all signage and recruitment materials for the Cat in the Hat FCL as approved through the Ready To Learn grant
- Provide one iPad as an incentive to be given away to one family that attends all sessions of the Cat in the Hat FCL
- Provide a limited amount of equipment (iPads) on loan to the CC-ELM partner, as needed, for the Cat in the Hat FCL, pending availability
- Provide other non-consumable materials on loan to the CC-ELM partner, as needed, for the Cat in the Hat FCL, pending availability
- Provide books and take home activities for children and/or families attending the Cat in the Hat FCL

Performance requirement under this agreement shall be established by Amanda Wright.

SECTION 2. COMPENSATION

A. Payment to the Grantee shall be made as follows:

Upon execution of contract and submission of invoice	\$1600
Upon submission of interim report with invoice	\$1000

B. Grantee agrees that such sum shall be the full compensation for his/her services hereunder unless otherwise stated herein.

(If approved, the Grantee will be reimbursed for expenses upon receipt of an expense reimbursement voucher including receipts for all items. If mileage is to be reimbursed, it shall be at the rate established for State of Kentucky Employees.)

SECTION 3. SOCIAL SECURITY

The parties are cognizant that the Foundation is not liable for Social Security contribution pursuant to 42 U. S. Code, Section 418, relative to the compensation of the Second Party for this Grant.

Grantee shall be solely responsible for payment of wages and benefits to any employees used in the conduct of this Grant. This Grant relationship shall not be construed as exclusive.

Grantee shall not hire Foundation or KY Authority for Educational Television employees to perform any portion of the work or services provided for herein, except upon written prior approval of the Foundation.

SECTION 4. LIABILITY

Foundation and Grantee mutually agree to indemnification for any and all liability or loss arising in any way out of the performance of their respective obligations under this Grant. The work to be performed under this Grant will be entirely at the Grantee's risk. Any public liability or Worker's Compensation insurance which may be required for performance of the Grant is the sole responsibility of the Grantee.

SECTION 5. DURATION

Either party may cancel this Grant on fourteen days' written notice; otherwise, the Grant shall remain in force until 9/30/19. The Grant period will be start date of 2/1/19 and end date of 9/30/19.

SECTION 6. INTEGRATION AND MODIFICATION

This agreement embodies the whole agreement of the parties. There are no promises, terms, conditions, or obligations other than those contained herein; and this agreement shall supersede all previous communications, representations, or agreements, either verbal or written, between the parties hereto. There may be no modification of the agreement, except in writing, executed with the same formality as this instrument.

SECTION 7. DISCRIMINATION

It is the strict policy of the Foundation to comply with state and federal prohibitions against discrimination because of race, religion, color, national origin, sex, age or handicap in the selection of the Granting parties. Grantee agrees that it will comply with all state and federal prohibitions against discrimination because of race, religion, color, national origin, sex, age, or disability in all of its employment practices.

SECTION 8. CONFLICT OF INTEREST LAWS AND PRINCIPLES

By his/her signature, the Grantee certifies that he/she is legally entitled to enter into this Grant with the Kentucky Educational Television Foundation, Inc.; that he/she is not violating any conflict of interest law or the State of Kentucky's Executive Branch Code of Ethics (relating to the employment of former public servants). Further, if the Grantee is a retiree under state law, Grantee certifies that he/she has notified and received permission from the Kentucky Employee Retirement System (KERS) to perform services under this Grant.

SECTION 9. OWNERSHIP

Grantee hereby agrees that Kentucky Educational Television, Foundation, and/or Kentucky Authority for Educational Television shall forever own copyrights. Duties under this Grant shall be considered "work for hire." Grantee hereby irrevocably assigns to Kentucky Educational Television Foundation and/or Kentucky Authority for Educational Television all rights, title, and interest in and to all copyrights in these Grant works. Kentucky Educational Television Foundation and/or Kentucky Authority for Educational Television shall have the right to assign its rights under this Grant to others and to further market, sell, and distribute the materials in any manner whatsoever.

Grantee certifies that all work is the sole creation of the Grantee as an original work, except where indicated. Where aspects of the work/information is that of another, the Grantee will obtain written permission allowing Kentucky Educational Television Foundation and/or Kentucky Authority for Educational Television the right to use the work/information or provide evidence that the work/information may be used by Kentucky Educational Television Foundation and/or Kentucky Authority for Educational Television.

SECTION 10. CHOICE OF LAW AND FORUM

All questions as to the execution, validity, interpretation, construction and performance of this agreement shall be governed by the laws of the Commonwealth of Kentucky. Furthermore, the parties hereto agree that if any legal action is brought on the basis of this agreement it shall be filed in the Fayette County Circuit Court of the Commonwealth of Kentucky.

SECTION 11. AUTHORIZED TO DO BUSINESS IN KENTUCKY

The Grantee affirms that is properly authorized under the laws of the Commonwealth of Kentucky to conduct business in this state and will remain in good standing to do business in the Commonwealth of Kentucky for the duration of the Grant.

IN WITNESS WHEREOF, the parties have executed this Agreement at Lexington, Kentucky, the day and year first above written.

KENTUCKY EDUCATIONAL TELEVISION FOUNDATION, INC.

SIGNATURE: _____

BY: Todd E. Coleman

TITLE: Senior Director for Finance and Administration

DATE: _____

**FLOYD COUNTY SCHOOLS - LITERACY AND LEARN - MAYTOWN,
GRANTEE**

SIGNATURE: _____

BY: _____

ADDRESS: _____

DATE: _____

TIN:/SS: _____

FUNDS AVAILABLE:

Business Office

DATE: _____