



FLOYD COUNTY BOARD OF EDUCATION
Anna Whitaker Shepherd, Superintendent
442 KY RT 550
Eastern, KY 41622
Telephone (606) 886-2354 Fax (606) 886-4550
www.floyd.kyschools.us

Linda C. Gearheart, Board Chair - District 1
William Newsome, Jr., Vice-Chair - District 3
Dr. Chandra Varia, Member- District 2
Keith Smallwood, Member - District 4
Steve Slone, Member - District 5

Consent Agenda Item (Action Item): Approve/Sign the Grant Agreement between Floyd County Board of Education/FCSI and Infosys Foundation USA.

Applicable State or Regulations: BOE Policy 01.11 General Powers and Duties of the Board


Budget/Financial Issues: There are no financial/budget issues with this agreement. The agreement will allow FCSI to accept a \$10,000 grant from Infosys Foundation USA (and be the first Kentucky school to receive the grant).

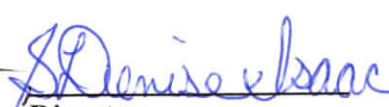
History/Background:

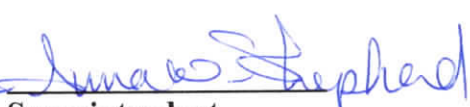
The agreement will allow FCSI to accept a \$10,000 grant from Infosys Foundation USA (and be the first Kentucky school to receive the grant). The approved grant proposal focused on VEX robotics and building middle school stem interest and partnerships with FCSI.

Recommended Action: Approve as presented

Contact Person(s): Christina Crase, Principal FCSI


Principal


Director


Superintendent

Date: 8/17/22

GRANT AGREEMENT

This Grant Agreement (hereinafter the “**Agreement**”) is made on this 15th day of August 2022 (“**Effective Date**”) by and between **Infosys Foundation USA**, having its principal office at One World Trade Center, 285 Fulton Street, Suite 79A, New York, NY 10007 (hereinafter “**Foundation**”) and **Floyd County School of Innovation**, having its principal office at 442 KY Route 550, Eastern, KY 41622 (hereinafter “**Grantee**”). Grantee and Foundation shall be referred to individually as a “**Party**” or collectively as the “**Parties**”, as the context so requires.

RECITALS

- I. The Foundation is a corporation organized and operated exclusively for charitable and educational purposes within the meaning of section 501(c)(3) of the Internal Revenue Code.
- II. Grantee is a public charity organized and operated exclusively for charitable and educational purposes within the meaning of section 501(c)(3) of the Internal Revenue Code.
- III. The Foundation has decided to award to Grantee, and Grantee wishes to accept, an Infy Maker Award. An Infy Maker Award is comprised of a money grant (described in more detail below) (the “**Grant**”), in addition to training and related costs. The Grant shall be used as set forth in this Agreement.
- IV. In light of the above, the Parties are desirous of recording their initial understanding in relation to the Purpose under this Agreement in the manner and on the terms set forth below.

TERMS AND CONDITIONS

1. GRANTEE’S OBLIGATIONS:

- 1.1 Grantee will use the funds paid to it by the Foundation only for the purposes described in this Agreement.
- 1.2 Grantee agrees to identify at least two, and up to three educators (who shall be employees of or volunteers for Grantee) to participate in the Making CS Inclusive multi-month professional development program led by Digital Promise (the “**Training**”). The Grantee will receive a \$10,000 award, which is contingent upon completion of the week-long kick-off event of the professional development program by at least two educators. The Training is expected to run from August 2022 - May 2023 and consist of a week-long kick-off event, virtual monthly instructional sessions, as well as 1:1 coaching sessions.

The costs of the Training will be paid by the Foundation. The Educators will be individuals who are employed or contracted by, or otherwise associated with Grantee (with a meaningful and reasonably expected commitment by such individual) to provide teaching services (or related services, including education administration, research, and/or supervision of students) during the 2022-2023 year. Grantee will coordinate participation in the Training with the Foundation, and the Foundation will pay associated costs as described in **Section 2** below.

- 1.3 Grantee will deposit the Grant amount within ninety (90) days of its receipt thereof and will use the funding in the manner described in Grantee’s entry in the Infy Maker Awards Contest; in particular, Grantee expressly represents, warrants, and covenants that it will use the Grant amount

exclusively for charitable and educational purposes within the meaning of section 501(c)(3) of the Internal Revenue Code.

- 1.4 Grantee shall fulfill the stewardship requirements identified in **Schedule A**.
- 1.5 By entering into this Agreement, Grantee represents and warrants that Grantee is exempt from federal income tax under IRC Section 501(c)(3) and that it is not a private foundation as defined in IRC Section 509(a) and that the Grant will be used exclusively for the public and/or charitable purposes described in this Agreement. This representation and warranty shall not expire until Grantee has expended the entirety of the Grant and complied with the terms of this Agreement. Grantee shall give the Foundation immediate written notice of any change in the Internal Revenue Service's recognition of Grantee's tax-exempt or public charity status. Grantee shall provide, within a reasonable time, necessary documentation to the Foundation to enable the Foundation to claim appropriate tax reliefs and exemptions under the applicable tax statutes from the tax authorities.
- 1.6 The Foundation shall provide Grantee with the Grant in accordance with the terms of this Agreement. Save and except for the foregoing, the Foundation shall have no other liability, obligation, responsibility and/or duty towards or in relation to Grantee or any affiliated persons.
- 1.7 Grantee expressly represents and warrants that it does not engage in any form of political activity or endorsement or support of any candidate for public office. Grantee shall not use any portion of the Grant in a manner inconsistent with IRC Section 501(c)(3), including but not limited to: (a) influencing the outcome of any specific election for candidates to public office, (b) inducing or encouraging violations of law or public policy, or (c) causing any private inurement or improper private benefit to occur. Likewise, no part of this grant may be spent for influencing legislation within the meaning of IRC Section 4945(e). Collectively, the above-referenced expenditures restricted by this provision are referred to as "**Prohibited Expenditures**."

2. FOUNDATION'S PAYMENT OF GRANT:

- 2.1 The Foundation will coordinate with Grantee and cover costs associated with the Training. After the Training, Foundation will pay Grantee \$10,000 (Ten Thousand US dollars) to be used as described in section 1.3 above ("**Grant Amount**"). The Foundation anticipates that it will pay the Grant Amount in the manner specified below:
 - (i) The full Grant Amount will be paid to Grantee on or before approximately August 31, 2022, provided the Educators have participated in the week long kick-off event or otherwise engaged in initial aspects of the Training as agreed with Foundation;
 - (ii) Payment of the Grant Amount shall be by a check made payable to **Floyd County School of Innovation**
 - (iii) The Grant Amount shall be inclusive of all taxes as may be applicable.

3. GRANTEE'S WARRANTIES AND INDEMNITY:

Grantee irrevocably and unconditionally agrees, to the fullest extent permitted by law, to defend, indemnify, and hold harmless the Foundation, its officers, directors, employees, and agents, from and against any and all claims, liabilities, losses, and expenses (including reasonable attorneys'

fees) directly, indirectly, wholly, or partially arising from or in connection with any act or omission of Grantee, its employees, or agents, in applying for or accepting the Grant, in expending or applying the Grant Amount, or in carrying out any project or program to be supported by the grant, including attendance at the Training, except to the extent that such claims, liabilities, losses, or expenses arise from any act or omission of the Foundation, its officers, directors, employees, or agents.

4. EXPENSES:

Each Party will bear its own costs and expenses in relation with the grant. Grantee retains full discretion and control over its operations and shall act completely independently of the Foundation with respect to the selection of any subgrantee or contractor convenient or necessary to fulfill its obligations hereunder. The Foundation has not earmarked the Grant Amount, or any portion thereof, to any particular subgrantee or contractor, and there is no agreement, written or oral, by which the Foundation may cause Grantee to choose a particular subgrantee or contractor.

5. RECORDKEEPING AND AUDIT:

Grantee shall treat the Grant Amount as restricted assets and shall maintain books to show the grant funds separately. All expenditures made in furtherance of the purposes of the grant shall be charged off against the grant and shall appear on Grantee's books. Grantee shall keep adequate records to substantiate its expenditures of grant funds. Grantee shall make these books and records available to the Foundation at reasonable times for review and audit and shall comply with all reasonable requests of the Foundation for information and interviews regarding use of the Grant Amount. Grantee shall keep copies of all relevant books and records and all reports to the Foundation for at least four years after completion of the use of the Grant Amount.

6. REMEDIES:

Grantee shall immediately repay to the Foundation any portion of the Grant Amount that is spent or committed for any purpose other than those specified in **Section 1.3**. If the Foundation in its reasonable discretion determines that Grantee has substantially violated or failed to carry out any provision of this Agreement, including but not limited to failure to submit adequate reports when due, the Foundation may, in addition to any other legal remedies it may have, refuse to make any further grant payments to Grantee under this or any other grant agreement, and the Foundation may demand the return of all or part of the Grant Amount not properly spent or committed to third parties, which Grantee shall immediately repay to the Foundation. The Foundation may also avail itself of any other remedies available by law. This Agreement may be enforced by the Foundation by an action for specific performance and injunctive relief or by any other appropriate remedy by any court having jurisdiction. Grantee acknowledges and agrees that the Foundation shall have the legal standing necessary to bring any suit it deems necessary to enforce the terms of this Agreement.

7. NO RELATIONSHIP:

It is expressly understood that neither Party has the authority to bind the other to any third person nor otherwise to act in any way as the representative of the other, unless otherwise expressly agreed to in writing and signed by both Parties hereto. Grantee and not Foundation is solely responsible for all activities supported by the Grant Amount, the content of any product created with the Grant Amount, and the manner in which any such product may be disseminated. This Agreement shall not create any agency relationship, partnership, or joint venture between the

parties, and Grantee shall make no such representation to anyone.

8. COMPLIANCE WITH LAWS:

Each Party will comply with all applicable laws, rules and regulations in its performance of this Agreement.

9. NO WAIVER:

The failure of Foundation to exercise any of its rights under this Agreement shall not be deemed to be a waiver of such rights.

10. ASSIGNMENT:

Neither Party will have the right to assign or otherwise transfer its rights or obligations under this Agreement without receiving the express prior written consent of the other Party, where such consent shall not be unreasonably withheld.

11. GOVERNING LAW AND JURISDICTION:

This Agreement shall be governed by the laws of the State of New York. For the purpose of any action or proceeding arising out of or relating to this Agreement, each of the Parties hereto irrevocably submits to the exclusive jurisdiction of the state courts of New York and to the jurisdiction of the United States District Court for the Southern District of New York.

12. COUNTERPARTS:

This Agreement may be executed in counterparts, each of which shall constitute an original, but both of which, when taken together, shall constitute only one agreement

13. NOTICE:

- 13.1 All notices to be given in connection with this Agreement shall be effective upon receipt, shall be made in writing and shall be sufficiently given if personally delivered or if sent by courier or other express mail service, postage prepaid, addressed to the Party entitled or required to receive such notice at the address for such Party as follows:

To Grantee:

Attention: Christina Crase
Floyd County School of Innovation
442 KY Route 550, Eastern, KY 41622

To Foundation:

Attention: Executive Director
One World Trade Center
285 Fulton Street
Suite 79A
NY, NY 10007

- 13.2 Either Party may change such address by notice to the other Party.

14. ENTIRE AGREEMENT:

This Agreement supersedes any prior or contemporaneous oral or written understandings or communications between the Parties and constitutes the entire agreement of the Parties with respect to its subject matter. This Agreement may not be amended or modified, except in a writing signed by both Parties.

IN WITNESS WHEREOF, the Parties have executed this Agreement by their authorized representatives as of the date first written above.

Infosys Foundation USA

Katherine Maloney
Executive Director

Floyd County School of Innovation

Authorized Signatory

Name

Title

Schedule A

Stewardship Requirements

Grantee will carry out the following:

Compliance:

- Proactively update the Foundation on progress and impact achieved with related grant funding through phone calls or email updates - **January 2023, August 2023**
- Provide Final Grant Report no later than August 31, 2023, in alignment with the format provided by the Foundation (eg. Financial reports, narrative reports, quantitative impact metrics)
- Provide an overview of the impact of the Training on the Educators and other individuals that may have benefitted from the Training;

Communications and Social Media:

- Announce initial receipt of grant via social media channels and participate in media requests made on behalf of the Foundation
- Grantee must have the 2 individuals selected for the professional learning experience to create a Pathfinders Online Institute account <https://pathfinders.onwingspan.com/en/login>
- Collaborate with the Foundation on **at least one article** related to the grant (e.g. blogs, op-eds, etc.), and timed with a “key moment” (eg. CSEd Week, National STEM Day, or National Day of Making)
- Provide the Foundation with at least 5 photos that can be used in media and in our PR. We will need all individuals in the photos to have signed releases allowing you to share the photos with third parties who can also use the photos for PR purposes. Our legal department will be able to supply suggested language for these releases upon request.
- Provide the Foundation with **a story** about how the grant impacted one individual, group or community. This story should be accompanied by a photo and video with the same permissions noted above and Grantee will be requested to assign all proprietary rights in the story, photo, and video to the Foundation.
- Engage with the Foundation regularly (at least 4 times per year) on social media: (1) following the Foundation’s primary social channels (Facebook, Twitter, Pinterest, YouTube), (2) republishing/re-posting/retweeting relevant Foundation content (e.g., the Foundation’s announcement of this grant), and (3) authoring collaborative original content that “tags,” mentions, or similarly references (preferably with an embedded social media link) the Foundation.

Events:

- Help provide marketing and outreach support for the Foundation’s Pathfinders Online Institute designed for K-12 teachers and students in Computer Science and Maker Education.

Additional:

- Foundation may request to collaborate with Grantee on additional activities as opportunities arise.