

CONTRACT

THIS CONTRACT is entered into this 26th day of September 2022 by and between the **BOARD OF EDUCATION OF FAYETTE COUNTY, KENTUCKY**, 450 Park Place, Lexington, Kentucky 40511 ("Board") and **Eastern Kentucky University, 521 Lancaster Avenue, Richmond, KY 40475** ("Second Party").

A. PARTIES:

The Board of Education of Fayette County, Kentucky, Office of Human Resources, has established the need to offer FCPS employees an opportunity to earn undergraduate and/or graduate coursework leading to teacher and/or administrator certification and has determined that this need cannot be met by existing district staff.

Eastern Kentucky University provides undergraduate and graduate level coursework that leads to Education Professional Standards Board approved certification and has expertise or needed products as described herein.

B. PURPOSE:

The purpose of this contract is to improve the availability of certified teachers and administrators.

NOW, THEREFORE, for and in consideration of the mutual promises set out herein, it is hereby agreed by and between the parties hereto as follows:

1. The Second Party shall provide to the Office of Human Resources as an independent contractor, services under the direction of Lori T. Bowen, Director of Educator Development

2. The second party shall provide undergraduate and/or graduate coursework leading to teacher and/or administrator certification for Fayette County Public Schools employees.

3. The Board agrees to pay the Second Party for the services/products provided in this contract the amount of \$350 (EKU Advantage tuition rate)/credit hour. Additional expenses to be reimbursed are \$370 fee/participant for required software with a total amount of this contract not exceeding \$350,000.

4. The Second Party shall provide to the Fayette County Board of Education an invoice for services rendered under this contract and any agreed upon expenses to be reimbursed. Unless otherwise stated, travel and per diem shall be reimbursed based upon the district's current travel policies.

5. The Second Party is not debarred or suspended or otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549, "Debarment and Suspension."

6. This contract may be re-negotiated based upon, but not limited to, increases in services to participants. Any modifications shall be agreed to in writing and signed by both parties.

7. The staff providing services to the Board herein are employees of the Second Party and shall not represent to anyone that they are employees or agents of the Board.

8. Either party shall have the right to terminate this agreement at any time upon a fourteen (14) day written notice, either personally delivered or served by some form of return receipt mail evidencing delivery, to the other party.

9. Each of the parties agrees to comply with all applicable law concerning the performance of the provisions of this contract.

10. The Second Party certifies that it shall not discriminate in any of the services performed in connection with this contract or in any program or activity it operates on the basis of race, color, national origin, religion, age, creed, political affiliation, marital status, sex, or disabling condition.

11. The Second Party certifies that it has read and will comply with the Family Education Rights and Privacy Act ("FERPA"), 20 U.S.C. § 1232g; 34 CFR Part 99).

12. Any contractor who is permitted access to school grounds on regularly scheduled and continuing basis pursuant to a written agreement for the purpose of providing services directly to a student or students as part of a school-sponsored program or activity must submit to a national and state criminal history background check by the Department of Kentucky State Police and the Federal Bureau of Investigation and have a letter, provided by the individual, from the Cabinet for Health and Family Services ("CHFS") stating the contractor is clear to hire based on no finding of substantiated child abuse or neglect found through a background check of child abuse and neglect records maintained by the Cabinet for Health and Family Services. The required background checks and letter from CHFS must be submitted to the FCPS Human Resources Office prior to the beginning of work. Failure to comply with this statute will be considered a breach of contract and will subject the contract to cancellation without penalty.

13. KRS 45A.455 PROHIBITS CONFLICTS OF INTEREST, GRATUITIES, AND KICKBACKS TO EMPLOYEES OF THE BOARD OF EDUCATION IN CONNECTION WITH CONTRACTS FOR SUPPLIES OR SERVICES WHETHER SUCH GRATUITIES OR KICKBACKS ARE DIRECT OR INDIRECT. KRS 45A.990 PROVIDES SEVERE PENALTIES FOR VIOLATIONS OF THE LAWS RELATING TO GRATUITIES OR KICKBACKS TO EMPLOYEES WHICH ARE DESIGNED TO SECURE A PUBLIC CONTRACT FOR SUPPLIES OR SERVICES.

14. If any section, paragraph, or clause of this contract shall be held invalid by any court of competent jurisdiction, the invalidity of said section, paragraph, or clause shall not affect any remaining provisions herein.

15. This contract is deemed to be made under and shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky.

16. Venue for any legal action filed concerning this contract shall be Fayette County, Kentucky.


17. This writing reflects the entire agreement between the parties. No change or modification of this Agreement shall be valid or binding upon the parties hereto, nor shall any waiver of any terms or conditions hereof be deemed a waiver of such terms or conditions in the future, unless such change, modification or waiver shall be in writing and signed by the parties hereto.

18. This agreement will be in effect from September 26, 2022 through June 30, 2023, unless terminated by either party as defined in Paragraph 8. The agreement may be renewed annually based upon evaluation of the effectiveness of the agreement in meeting the goals set forth herein and funding availability.

IN WITNESS WHEREOF, the parties have executed this contract the day, month, and year above written.


Principal/Director's Approval

8.22.2022
Date


Dr. Demetrus Liggins, Superintendent
BOARD OF EDUCATION OF FAYETTE COUNTY
KENTUCKY

Date

LEGAL IN: _____
CAB. IN: _____

Name of Second Party

Date

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) is entered into on this 26th day of September, 2022, by and between Eastern Kentucky University ("EKU") and Fayette County Public Schools, with an address of 450 Park Place, Lexington, KY 40511 to formalize Fayette County Public Schools participation in the ECU Advantage program, which shall provide a pathway to the English as a Second Language Endorsement for Fayette County Public Schools employees.

WHEREAS, the ECU Advantage program offers Fayette County Public Schools an exclusive, unique educational advantage and cost savings for its employees while enhancing employee benefits and further positioning Fayette County Public Schools as a desirable work place that values education as a means to propel its workforce forward; and,

WHEREAS, Fayette County Public Schools participation in the ECU Advantage program shall mitigate procedural concerns, streamlining enrollment, registration, and financial aid processes, to ease the stress on the employee in planning their educational pathway and allowing the employee to devote more time to the work at hand, and shall further ECU's mission all while delivering real value to Fayette County Public Schools and its employees.

THEREFORE, the parties agree as follows:

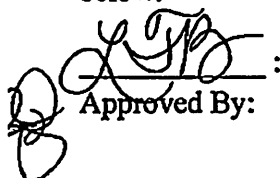
1. Fayette County Public Schools will provide a 30-member cohort for the English as a Second Language (ESL) Endorsement at ECU at a tuition rate of \$350 per credit hour for 12 hours, to run for two consecutive semesters. Fayette County Public Schools shall pay the cost of the ESL Endorsement up front, including the cost of the ECU Special Use Fee of \$150, and the Taskstream Software for each FCPS enrolled teacher at the rate of \$50.00 per student per year, in a single payment, at the beginning of the fall semester.
2. The ECU English as a Second Language (ESL) Endorsement contains the following courses: EME 751- Linguistics in the Curriculum (3 credits), EMS 775- Methods and Materials for Teaching English as a Second Language (3 credits), EMS 776- Assessment Methods for ELL's (3 credits), EMS 777- Cultural Competency for ELL's (3 credits).
3. Professional Development will be provided by ECU, at no cost to Fayette County Public Schools, to include workshops or professional development once a semester for two semesters provided by Dr. Emily Zuccaro, Literacy and ESL Assistant Professor with a background in teaching ESL and conducting research on the literacy practices of refugee populations and Dr. Socorro Zaragoza, Spanish Associate Professor, who has extensive work around equity for diverse groups.
4. After an eligible Fayette County Public Schools employee has completed twelve (12) credit hour ESL Endorsement, in two consecutive academic semesters (fall & spring) through the ECU Advantage program, that employee shall be eligible to have tuition waived for up to six (6) additional hours of online or on-campus courses taken at ECU in the following summer term. Additional non-tuition expenses related to enrollment in any of ECU's online or on-campus courses shall be the responsibility of the Fayette County Public Schools student employee participating in the ECU Advantage program.
5. Fayette County Public Schools shall supply a list of participants to ECU in the ESL cohort, before the beginning of the fall term. Eligible employees shall receive enhanced customer service assistance from ECU

related to admissions and registration in the online courses needed for the ESL Endorsement. All eligible employees shall be admitted at ECU's sole discretion after meeting university and program requirements.

6. At the completion of the ESL Endorsement and the waived additional six (6) hours, tuition for all online or on-campus courses enrolled in through the ECU Advantage program shall be paid by the Fayette County Public Schools student employee in accordance with all due dates and processes established by ECU's Student Accounting Services and published at studentaccounting.ecu.edu. Any Fayette County Public Schools student employee that fails to pay a bill in full by the required due date shall be subject to late fees, as established by ECU's Student Accounting Services, and registration holds, which prevent the student employee from registering for any course in any semester until the student employee's account is up to date.
7. A Fayette County Public Schools student employee is guaranteed a fixed tuition rate from initial enrollment in any of ECU's online or on-campus courses through the ECU Advantage program for up to two (2) consecutive years so long as that student employee remains continuously enrolled at ECU. Thereafter, ECU's standard tuition rate may fluctuate, and Fayette County Public Schools student employees shall be responsible for paying any increases to the standard tuition rate. Fluctuations in tuition rate shall not, however, impact the eligibility of Fayette County Public Schools student employees participating in the ECU Advantage program to qualify for and receive the tuition benefit established in paragraph (1) of this MOU.
8. The ECU Advantage program is a scholarship program that will be reported as required by law on the student employee's ECU financial account and required tax forms.
9. In addition to the tuition benefit outlined in paragraphs (1) through (8) of this MOU, Fayette County Public Schools employees shall also be eligible to receive a twenty percent (20%) discount when enrolling in any training provided by ECU's Workforce Development and/or the ECU OSHA Training Institute Education Center. Fayette County Public Schools may also access free customized price quotes, based on company needs, for group enrollments by contacting Susan Cornelius (Susan.Cornelius@ecu.edu or 859-622-6216).
10. It is understood and agreed to by the parties that neither party to this MOU shall be legally liable for any negligent or wrongful acts, either of commission or omission, of the other, unless such liability is imposed by law, and this MOU shall not be construed as seeking to either enlarge or diminish any obligation or duty owed by one party against the other or against third parties.
11. Both parties agree to comply with all applicable federal and state nondiscrimination, equal opportunity, and affirmative action laws, orders, and regulations. Neither party shall engage in unlawful discrimination or harassment against any person because of race, color, religion, sex, national origin, ancestry, age, marital status, disability, unfavorable discharge from the military, protective order status, or status as a disabled veteran or veteran of the Vietnam era.
12. The terms and conditions of this MOU may only be amended by mutual written consent of both parties.
13. No party shall assign its respective rights or obligations under this MOU without prior written consent of the other party. Any purported assignment or delegation in violation of this MOU shall be void.
14. The parties are independent contractors. Neither party nor their employees shall be deemed to be an employee, agent, partner or legal representative of the other for any purpose and neither shall have any right, power or authority to create any obligation or responsibility on behalf of the other.

15. This MOU is the final and exclusive MOU between the parties. All prior negotiations and MOUs are superseded by this MOU.
16. If any term or portion of this MOU is declared invalid, the invalid portion shall be deemed to be severed and all remaining provisions of this MOU shall be valid and enforceable to the fullest extent permitted by law.
17. This MOU shall be construed in accordance with the laws of the Commonwealth of Kentucky without regard to conflict of laws principles.

IN WITNESS WHEREOF, the parties hereto have executed this MOU, effective as of the last date written below.

 :
Approved By: Dr. Demetrus Liggins, Superintendent
Printed Name and Title

 _____
Signature Date Signed

EASTERN KENTUCKY UNIVERSITY:

Approved By: _____
Printed Name and Title

Signature Date Signed

Printed Name and Title

Signature Date Signed