



FLOYD COUNTY BOARD OF EDUCATION
Anna Whitaker Shepherd, Interim Superintendent
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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 Stone, Member - District 5

Date: September 21, 2022

Consent Agenda Item (Action Item): Approve Memorandum of Agreement between KyOLXC Mini Grant and Floyd County Board of Education.

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

Budget/Financial Issues: not applicable.

Recommended Action: Approve as presented

Contact Person(s): Stacy Shannon, Principal of Floyd County Virtual Academy

Stacy Shannon
Principal, Floyd County Virtual Academy

Anna W. Shepherd
Superintendent

Shannon Isaac
Director

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

Grant: KDE Online Learning EC

**Department: Education, Kentucky Online Learning Experience
Collaborative**

Budget Code: 4142

Encumbrance Amount: \$5,000

This Grant Is Effective: 8/29/2022

And Expires: 9/30/2023

Grant For: Floyd County Schools

GRANTEE

AGREEMENT

This agreement is made and entered into this 8/29/22, by and between Kentucky Educational Television Foundation, Inc., 600 Cooper Drive, Lexington, KY 40502, hereinafter referred to as the Foundation, and Floyd County Schools, 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 services in support of Kentucky Online Learning Experience Collaborative objectives including but not limited to:

- Designate a Networked Improvement Community team to travel to KET or other designated location for in-person learning sessions as requested by the Kentucky Online Learning Experience Collaborative leadership team.
- Develop leadership skills and subject matter expertise through attending and/or presenting at educational conferences in support of your online/virtual/remote learning program. Conferences could include: Digital Learning Annual Conference, Kentucky Society for Technology in Education, Q-Up Conference, QM Connect Conference, etc.
- Complete the Kentucky Online Learning Experience Collaborative online survey with information about which conferences were attended and how the learning sessions improve your overall online/virtual/remote program by June 15, 2023.

Performance requirements under this agreement shall be established by Jamie Burch.

Foundation will provide the services in support of Kentucky Online Learning Experience Collaborative objectives including but not limited to:

- Provide district online/virtual/remote program access to paid professional learning experiences through 3rd party vendors such as Quality Matters.
- Provide membership and access to online and other specified educational conferences and relevant national organizations.
- Facilitate learning sessions aimed at developing continuous improvement strategies.
- Provide leadership and programmatic coaching to district online/virtual/remote programs.

SECTION 2. COMPENSATION

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

Upon execution of contract	\$5,000
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B. Grantee agrees that such sum shall be the full compensation for his/her services hereunder unless otherwise stated herein. Unused funds must be returned to KET by October 15, 2023.

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 September 30, 2023. The Grant period shall begin on August 29, 2022 and end September 30, 2023.

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.

This program shall not discriminate against any employee, applicant, or student because of race, color, national origin, age, religion, marital or parental status, political affiliations or beliefs, sex, sexual orientation, gender identity, gender expression, veteran status, genetic information, or disability.

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 it 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: Elaine Crawford
Elaine Crawford (Sep 16, 2022 11:27 EDT)

BY: Elaine Crawford

TITLE: Chief Operations Officer

EMAIL: ecrawford@ket.org

PHONE: 859-258-7261

DATE: Sep 16, 2022

FLOYD COUNTY SCHOOLS, GRANTEE

SIGNATURE: Anna W. Shepherd
Anna W. Shepherd (Sep 15, 2022 20:01 EDT)

BY: Anna W. Shepherd

TITLE: Superintendent

ADDRESS: 442 KY Route 550 Eastern, KY 41622

EMAIL: tiffany.warrix@floyd.kyschools.us

PHONE: Anna.shepherd@floyd.kyschools.us

DATE: Sep 15, 2022

TIN: 9-15-23

FUNDS AVAILABLE:

Cynthia Barton
Cynthia Barton (Sep 16, 2022 09:25 EDT)

Business Office

DATE: Sep 16, 2022

Holly C. Michael
Holly Michael (Sep 16, 2022 10:41 EDT)

Shanon Maggard
Shanon Maggard (Sep 16, 2022 10:53 EDT)

Jamie Burch
Jamie Burch (Sep 15, 2022 20:02 EDT)

Beth Gaunce

KyOLXC Mini Grant_Floyd County Schools

Final Audit Report

2022-09-16

Created:	2022-09-15
By:	Brooke Blackwell (bblackwell@ket.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAlVzcZ8h7BCo_8o2glmaLzO-19G2UVf

"KyOLXC Mini Grant_Floyd County Schools" History

-  Document created by Brooke Blackwell (bblackwell@ket.org)
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-  Document emailed to tiffany.warrix@floyd.kyschools.us for signature
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-  Document shared with stacy.shannon@floyd.kyschools.us by Brooke Blackwell (bblackwell@ket.org)
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-  Email viewed by tiffany.warrix@floyd.kyschools.us
2022-09-15 - 11:30:44 PM GMT
-  Signer tiffany.warrix@floyd.kyschools.us entered name at signing as Anna W. Shepherd
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Agreement completed.

2022-09-16 - 3:27:38 PM GMT



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