



FLOYD COUNTY BOARD OF EDUCATION
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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 Slone, Member - District 5

Consent Agenda Item (Action Item): Approve the Memorandum of Understanding between the Floyd County Fiscal Court and the Floyd County Board of Education.

Applicable Statute or Regulation: Board Policy 01.11 General Powers and Duties of the Board

Fiscal/Budgetary Impact: Seeking Reimbursement which would have a positive impact on the School Nutrition Budget

History/Background: In response to the recent flooding event that occurred in July the Floyd County School Nutrition Department was asked by KY Department of Education, KY Department of Agriculture, and local officials to respond by providing meals to our community effected by the flooding and meals for those responding to the flooding event. As a result, the Floyd County School Nutrition Department was reimbursed for all student meals but adult meals were not reimbursed. The FCSND pursued reimbursement directly from FEMA but regulations required that we enter into an agreement with the Fiscal Court to get reimbursement. Therefore, we ask that the Floyd County Board of Education approve the agreement with the Floyd County Fiscal Court in order to gain reimbursement from FEMA.

Recommended Action: I recommend that the Floyd County Board of Education approve the Memorandum of Understanding with the Floyd County Fiscal Court.

Contact Person(s): Dale Pack

Director

Superintendent

Date: 11/15/2022



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Memorandum of Understanding
Between
Floyd County Fiscal Court
and
the Floyd County Board of Education

This Memorandum of Understanding (MOU) sets forth the terms and understanding between the Floyd County Fiscal Court and the Floyd County Board of Education to pursue reimbursement for food preparation, distribution, transportation of food, clothing, and additional services provided by the Floyd County Board of Education in response to the Declaration of Emergency to the July 2022 flooding event in Floyd County.

Background

The Floyd County Board of Education responded after requests from the Kentucky Department of Education School Nutrition Department, the Kentucky Department of Agriculture, and local officials to provide food, clothing, and additional services to those effected by the flooding event as well as to those responding to help with the recovery efforts that took place in Floyd County. The Floyd County School District provided thousands of meals to the community over a two week period following the flooding.

Purpose

This MOU will allow the Floyd County Board of Education to receive reimbursement from FEMA through the Floyd County Fiscal Court for the expenses incurred in response to the flooding response taken by the school district.

The Floyd County Fiscal Court will follow federal and state guidelines to seek reimbursement for the meals provided by the Floyd County Board of Education for adults in response to the July 2022 flooding event.

The Floyd County Board of Education will provide the needed documentation to the Floyd County Fiscal Court to support the claim that will be submitted by the Floyd County Fiscal Court to FEMA for reimbursement.

The Floyd County Fiscal Court will seek reimbursement from FEMA for the activities related to the response by the Floyd County Board of Education.

After approval and receipt of funding from FEMA the Floyd County Fiscal Court shall send the reimbursement amount of funding provided from FEMA for the activities performed by the Floyd County Board of Education to the Floyd County Board of Education.

Reporting

The Floyd County Fiscal Court Judge Executive or designee and the Floyd County Board of Education Superintendent or designee will oversee the agreement and will evaluate the adherence of the agreement at the conclusion of the claim.

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.

Funding

This MOU is not a commitment of funds by the Floyd County Fiscal Court and will only be reimbursing the Floyd County Board of Education after FEMA approves and sends the money to the Floyd County Fiscal Court.

Duration

This MOU is at-will and may be modified by mutual consent of authorized officials from the Floyd County Fiscal Court and the Floyd County Board of Education. This MOU shall become effective upon signature by the authorized officials from the Floyd County Fiscal Court and the Floyd County Board of Education and will remain in effect until modified or terminated by any one of the partners by mutual consent. In the absence of mutual agreement by the authorized officials from the Floyd County Fiscal Court and the Floyd County Board of Education this MOU shall end on July 1st, 2023.

Contact Information

Floyd County Fiscal Court
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Floyd County Judge-Executive
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Prestonsburg, KY 41653
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Floyd County Board of Education
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Date:
(Partner signature)
Floyd County Fiscal Court

Date:
(Partner signature)
Floyd County Board of Education

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