



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): Consider\approve the Memorandum of Understanding and materials agreement between the Floyd County Board of Education and the Kentucky Department of Education (KDE) for LEAD Kentucky.

Applicable State or Regulations: BOE Policy 01.11 Powers and Duties of the Local Board of Education.

Fiscal/Budgetary Impact: Travel Expenses for the participating principal; and tuition only if the participant fails to attend sessions (\$5200.00).

History/Background: KDE has established LEAD Kentucky in concert with the National Institute for School Leadership (NISL). This is a research-based professional development program to train and support highly effective leaders.

Recommended Action: To approve the Memorandum of Agreement with KDE and FCS.

Contact Person(s): Angela Duncan

471A
Principal

Angela Duncan
Director

Anna Whitaker Shepherd
Superintendent

Date: June 8, 2023

**Memorandum of Understanding between
The Kentucky Department of Education,**

LEAD Kentucky Participant, and the Participant's School District

KDE has been working in concert with the National Institute for School Leadership (NISL) to establish LEAD-Kentucky, a research-based professional development program to train and support highly effective educational leaders across all parts of the state to advance the pace of reform in Kentucky. With 40 plus CSI schools, the need for leadership expertise is great, and is compounded by the fact that the availability of such leaders does not always coincide with the locations with the greatest need.

In order to have an immediate impact on as many schools as possible and to establish a statewide pipeline, KDE began the program in April 2013, training an initial cadre of Kentucky education leaders who would train future participants. Future participants will be inspiring leaders and/or those newly-appointed to lead a school.

NISL is a thoroughly researched and fully tested program designed to assist schools and districts across the state with leadership development efforts. The intent is to build leadership capacity through distributed leadership, increase recruitment and retention of effective leaders and improve student achievement.

The twelve to thirteen month Executive Development for School Leadership curriculum focuses on:

- training in standards-based instructional systems aligned and developed by KDE and NISL staff,
- training in data analysis skills related to student achievement data,
- building capacity to take learning theory into practice by providing skills and knowledge to enable principals to be instructional leaders in literacy, math, and science in their own schools, and
- training of principals in distributed leadership strategies that will assist in developing the professional capacity of school staff.

This Memorandum of Understanding will outline the roles and responsibilities of participants, their sponsoring school districts, and the Kentucky Department of Education.

Participants shall:

- Attend all LEAD-Kentucky sessions, equaling twenty-six (26) to twenty-eight (28) face-to-face sessions.
- Understand that this Executive Development Program for school leaders requires reading from text, writing, and completion of online activities in order to be prepared for each monthly

scheduled meeting and that authentic and active engagement during face-face training sessions is required to be successful.

- Understand that if they are unable to attend a scheduled face-to-face session, they will be required to attend a make-up session or complete an independent study per the discretion of the facilitators.
- Successfully complete the Action Learning Project that is embedded into the curriculum.
- Understand that participants are expected to successfully complete LEAD-Kentucky as determined by facilitators.
- Understand that cost for content of the training, primary facilitators, and location of training is being provided by the Kentucky Department of Education in collaboration with its multiple partners in the state of Kentucky.
- Understand that their school or district is responsible for the cost for mileage, meals, and any hotel expenses incident to participation.
- Understand they are required to apply this knowledge in their school or district setting to improve student learning.

The sponsoring district shall:

- Assume responsibility for all costs of in-or out-of-state make-up training sessions required due to the participant's inability to attend regularly-scheduled sessions.
- Assume responsibility for full payment of the \$5,200 cost of tuition if their participant fails to attend all regular and/or make-up sessions.
- Assume the responsibility for the cost of mileage, meals, and any hotel expenses incurred by their participant.

KDE shall:

- Pay, in collaboration with multiple partners within the state, the \$5,200 cost for content of the training, primary facilitators, and location of training.
- Pay no expenses related to a participant's inability to attend a regularly-scheduled session.
- Pay no costs for mileage, meals, and any hotel expenses incurred by their participant.

LEAD Kentucky Participant Name and Title

Date

Participant's Email and Cell Number

Participant's Home Address

District Superintendent

Date

KDE Approval Authority

Date

Materials Agreement for Leadership Team Members and Principals

The undersigned acknowledges that Criterion Education, LLC ("Criterion") established its NISL Executive Development Program (the "NISL Program") in order to provide states, school districts and schools, and associations with a world-class executive development program for school principals for elementary, middle and high schools and that the undersigned is participating in the NISL Program either as a member of a Leadership Team of the client identified below the signature line hereto (the "Client") or as a principal, other school leader, or administrator ("Principal") within the Client.

The undersigned further acknowledges and agrees for the benefit of the Client and NISL as follows:

1. In connection with the undersigned's participation in the NISL Program on behalf of the Client, Criterion is providing the undersigned with certain printed or electronic materials (the "NISL Materials") and access to a web site maintained by Criterion in connection with the NISL Program (the "NISL Web Site").
2. The NISL Materials, which include, without limitation, the content of the NISL Web Site, are the copyrighted property of Criterion and/or its licensors and may not be copied or otherwise reproduced without the express written permission of Criterion other than as follows: (i) the content of the NISL Web Site may be copied into the RAM of the computer in use by the undersigned as necessary to permit viewing on such site; (ii) if materials available on the web site are formatted as to be downloaded in electronic form, the undersigned may download such material to a computer under his or her sole control; or (iii) if materials on the web site are formatted so as to be printable, the undersigned may print copies of such materials only for his or her personal use in connection with his or her participation in the NISL Program. In no case may any NISL Materials be distributed to any third party.
3. In no event shall the undersigned remove any copyright notices from the materials.
4. The NISL Materials are being provided to the undersigned solely in connection with his or her participation in the NISL Program as a designee of the Client and thereafter, if the undersigned is (a) a member of the Leadership Team and, upon certification, will provide professional training in the NISL Program for Principals as requested by the Client, or (b) as may otherwise be expressly agreed to by NISL. In the event that NISL labels certain documents presented or developed in the course of training as "Tools and Take-Aways", the NISL Participants may use and distribute such specific documents within their schools or within their organizations in connection with implementing the lessons of the NISL Program.
5. The undersigned will in no event use the NISL Materials for any purpose other than as permitted under paragraph 4 above.
6. The undersigned will in no event give any third party access to any of the NISL Materials.
7. The undersigned understands and agrees that the NISL Web Site may be used only for lawful purposes. The undersigned will not use the NISL Web Site in order to transmit, distribute or store material (a) in violation of any applicable law, (b) in a manner that will infringe the copyright, trademark, trade secret or other intellectual property rights of others or the privacy, publicity or other personal rights of others, or (c) that is obscene, threatening, abusive or hateful.

8. The undersigned agrees that in no event will it violate or attempt to violate the security of the NISL Web Site, including, without limitation, (a) accessing data not intended for the undersigned or logging into a server or account which the undersigned is not authorized to access, (b) attempting to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without proper authorization, (c) attempting to interfere with service to any user, host or network, including, without limitation, via means of overloading, 'flooding', 'mailbombing' or 'crashing', (d) forging any TCP/IP packet header or any part of the header information in any e-mail or newsgroup posting, or (e) taking any action in order to obtain services to which the undersigned is not entitled.

9. In the event of any violation of this agreement (or upon any termination of the agreement between Criterion and the Client), Criterion may terminate the participation of the undersigned in the NISL Program, including the undersigned's authority to provide NISL Program training, in the case the undersigned is a member of a Leadership Team, and require that the undersigned promptly upon request from Criterion (i) return all hard copies of the NISL Materials in his or her possession to Criterion, (ii) destroy all NISL Materials held in electronic form only, and (iii) certify as to the return and destruction of such materials to Criterion. In addition, the undersigned may be personally liable for any damages caused by his/her actions or inactions in violation of this agreement.

10. The undersigned recognizes and acknowledges that Criterion is not responsible for any participant content posted to the NISL Web Site by third parties other than NISL ("Third-Party Content") and that he or she may be exposed to Third-Party Content that is objectionable to the undersigned. In no event is Criterion responsible for such Third-Party Content. Notwithstanding the foregoing, the undersigned recognizes and acknowledges that Criterion shall have the right, acting in its sole discretion, to edit, delete, store or remove any content posted by the undersigned, or disclose such content to the extent required by law.

11. The undersigned represents and warrants that he or she is over 18 years of age.

12. Criterion is providing the NISL Materials and access to the NISL Web Site to the undersigned in reliance upon the representations, acknowledgements and agreements of the undersigned contained herein.

IN WITNESS WHEREOF, the undersigned has executed this document as of the date indicated below the signature line below.

By: _____
(Signature)

Print Name: _____

Date: _____

Client: _____