



FLOYD COUNTY BOARD OF EDUCATION

Tonya Horne-Williams, Superintendent

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William Newsome, Jr., Board Chair - District 3

Linda C. Gearheart, Vice-Chair - District 1

Dr. Chandra Varia, Member- District 2

Keith Smallwood, Member - District 4

Steve Slone, Member - District 5

Consent Agenda Item (Action Item): Consider retroactive approval for Teach for America to partnership with the Floyd County Board of Education to offer summer school for middle and high school students who are struggling in the areas of reading and math. Summer School will be held at RLC/FCSI beginning June 16th – June 24th (4 days per week, 4 hours per day).

Applicable State or Regulations: 01.11 Powers and Duties of the board.

Fiscal/Budgetary Impact: The district will be responsible for salaries for Floyd County middle/high school teachers who will be partnering with TFA to provide summer school instruction.

History/Background: Teach for America is the national teacher corps of talented, dedicated individuals from all academic majors and cultural backgrounds who commit to two years to teach in urban and rural public schools. Teach for America trains and assists in the placement of teacher candidates for all academic majors and cultural backgrounds (Corps Members) in urban and rural school systems across America. TFA conducts an annual summer training program for new Corps Members ("Pre-Service Training") where Corps Members are trained in pedagogy and teaching strategies and will have the opportunity to teach in actual classroom settings. The School Partner and TFA recognize the mutual benefits of providing a summer school program of instruction for students who need extra instruction in the areas of reading and math.

Recommended Action: Approve the agreement for partnership between Teach for America and the Floyd County Board of Education to conduct summer school.

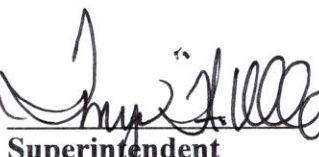
Contact Person(s): Kathy Shepherd, Chief Operational Officer



Principal



Director



Superintendent

Date: 4-8-25

SUMMER SCHOOL AGREEMENT
BETWEEN
TEACH FOR AMERICA, INC AND
FLOYD COUNTY BOARD OF EDUCATION

This Agreement, effective as of 3/18/2025 is made by and between the Floyd County School District, a political subdivision of the State of Kentucky with its headquarters located at 442 KY-550, Eastern, KY 41622, (“School Partner”), and Teach For America, Inc., a non-profit corporation organized under the laws of the State of Connecticut (“TFA”) with offices at 25 Broadway, 12th Floor, New York, New York 10004 (individually each a “Party” and collectively the “Parties”).

RECITALS

WHEREAS, the School Partner offers an annual summer school education program that is available to its students;

WHEREAS, Teach For America is the national teacher corps of talented, dedicated individuals from all academic majors and cultural backgrounds who commit two years to teach in urban and rural public schools. Teach For America trains and assists in the placement of teacher candidates from all academic majors and cultural backgrounds (“Corps Members”) in urban and rural school systems across America;

WHEREAS, TFA conducts an annual summer training program for new Corps Members (the “Pre-Service Training”), where Corps Members are trained in pedagogy and teaching strategies and will have the opportunity to teach in actual classroom settings; and

WHEREAS, the School Partner and TFA recognize the mutual benefits of providing a tuition-free summer school program that enables School Partner students and Corps Members to participate in an innovative summer program of instruction (“Instruction Program”).

NOW THEREFORE, School Partner and TFA agree to be bound by the terms and conditions of this Agreement.

AGREEMENT

SECTION 1 – THE PRE-SERVICE TRAINING PROGRAM

1.1 Instruction Program. The Instruction Program shall adhere to the mutually agreed upon and created School Partner/TFA – Student Achievement Plan for each grade and/or content area, based on and fully aligned with state academic and School Partner standards and curriculum, which Corps Members will deliver to each student in the Instruction Program after consideration of each students needs and constraints. The School Partner will provide final approval over all student curricula.

1.2 Duration of the Pre-Service Training and Instruction Program. The Pre-Service Training will commence on June 16th, and conclude on June 26th, and run daily Monday through Friday, excepting national holidays. There is flexibility to start on June 9th if the school calendar allows. Instruction Program hours will begin at 8:30 a.m. and conclude at 12:30 p.m. for Middle and High School.

SECTION 2 – SCHOOL DISTRICT’S PARTNERSHIP OBLIGATIONS

2.1 Facilities. The School Partner agrees to identify and to allow Teach For America’s use of a minimum of 1 school (“Designated Schools”) for the duration of the Pre-Service Training. The School Partner agrees to make between (flexible) 8-10 instructional classrooms available at each Designated School and ensure that each Designated School has a minimum of 2 additional vacant classrooms available daily during the Pre-Service Training. All Designated Schools will have sufficient parking for School Partner and Teach For America staff from 8:00 a.m. to 5:00 p.m. daily.

2.2 Student Participation, Recruitment, & Enrollment. The School Partner shall permit students enrolled in the School Partner’s summer school program at the Designated Schools to participate in the Instruction Program. The School Partner understands that during the Instruction Program, students will receive primary instruction from Corps Members with the supervision of a Teach For America coach working in partnership with the School Partner Teacher of Record (defined below). The School Partner shall use its best efforts to enroll students in the Instruction Program and maintain enrollment of 80 students, with a minimum of 50 students at each Designated School. The School Partner shall notify TFA, in the event that the School Partner has not tentatively confirmed enrollment of at least 50 students at each Designated School by 6/1/25. In such an event, the Parties will meet to discuss the implications and possible courses of action to increase enrollment. The School Partner acknowledges that TFA may not be able to operate the Pre-Service Training with fewer than 30 students enrolled at each Designated School. The School Partner will provide regular updates to TFA regarding enrollment beginning 5/15/25 and will provide final enrollment numbers on 6/8/25.

2.3 Virtual Learning Option or Hybrid Model. The School Partner agrees to have a plan in place for virtual instruction in the event students are not permitted to attend in-person instruction due to local health or safety regulations, through which TFA Corps Members will continue to administer Instructional Programming (“Online Platform”). In the event of a virtual option or a hybrid model, the School Partner will secure and provide a sufficient number licenses for access to the online platform by corps members and TFA instructional staff. The Online Platform will, at a minimum:

- a. comply with School Partner security requirements in order to safeguard student data;
- b. feature a tech support help line;
- c. adhere to the standards established by the state regulation for all instructional, administrative, and supervisory personnel employed by the School Partner;
- d. [the Platform will include professional development plans with performance valuation goals];

2.4 Administrative Duties.

- a. **Student Records.** Subject to applicable law, including, but not limited to, the Family Educational Rights and Privacy Act (“FERPA”), Section 504 of the Rehabilitation Act of 1973 (“Section 504”) and the Individuals with Disabilities Education Act (“IDEA”), TFA coaching staff members shall be deemed “School Partner Officials” and the School Partner shall make available to TFA coaching staff members such confidential student records as shall be reasonably necessary to tailor instructional strategies to meet the educational needs of each student participating in the Instruction Program. These records may include, but are not necessarily limited to, all testing data, individual student reports (if applicable), Section 504 plans and IEPs for students with special needs. Moreover, School Partner hereby agrees that as a teacher training/professional development organization under contract with the School Partner, TFA has a legitimate educational interest in acquiring

- a. School Partner Liaison. Assign one (1) qualified individual to serve as the School Partner liaison ("School Partner Liaison") for this Agreement. The School Partner Liaison, among other responsibilities mutually agreed upon by the Parties, shall cooperate in a reasonable manner and implement the Pre-Service Training, school district policies, meet student enrollment goals, support classroom instruction, and ensure students are meeting desired academic outcomes. The School Partner Liaison will work in partnership with Teach For America to identify and select School Partner Summer School Principals in advance.
- b. School Partner Summer School Principal "Summer School Principal". The School Partner will recruit and select total, one (1) per school site, qualified administrators to serve as Summer School Principals. The Summer School Principals, shall cooperate to a reasonable extent with Teach For America staff onsite to implement the School Partner Student Code of Conduct and in the event of a matter beyond the scope of such code of conduct, Summer School Principals are authorized to cooperate in a reasonable manner, subject to applicable law and School Partner policies, regulations, and/or procedures, and legally binding contractual obligations, to collaborate with the Teach For America school leadership team to arrive at mutually acceptable solutions. Summer School Principals will be required to attend a number of meetings with Teach For America school leadership team to ensure planning for the summer is complete. In addition, Summer School Principals will be required to participate in the hiring of Teachers of Record and to attend the training designated for Teachers of Record, as set forth in Section 2.6c below.
- c. School Partner Teachers of Record "Teachers of Record". The School Partner will recruit and select a minimum of 3 qualified School Partner teaching staff to serve as mentors ("Teachers of Record") during the Pre-Service Training. Teachers of Record may currently teach at a Designated School or another school within the School Partner. Teachers of Record will lead the Instruction Program on June 9, 2025 as Corps Members observe and prepare. Thereafter, Teachers of Record will work in partnership and collaboration with Teach For America coaching staff to model strong teaching; facilitate a co-teaching experience, observe Corps Members lead-teaching; deliver feedback on lesson plans and Corps Members' teaching; provide coaching on relationship building, connecting with community and classroom management; guide Corps Members in the implementation of School Partner's policies and curriculum; and assist with required student documentation. Each Teacher of Record will also serve as the designated classroom emergency management resource person for each classroom and will implement any and all School Partner student and non-student emergency policies and procedures. Teachers of Record will be required to attend training conducted by Teach For America in May and early June at a time and location to be designated by the School Partner.
- d. Support Staff. The School Partner shall recruit, select, and compensate appropriate support personnel to assume responsibility for answering phones, handling school mail, maintenance and cleaning of buildings, providing food service to students, staffing libraries, serving as district liaison to the vendor selected to manage the Online Platform, if necessary, and other necessary administrative functions during the Pre-Service Training and in accordance with approved School Partner budgets in effect during the term of this Agreement.

student data, especially assessment data collected over the course of the summer. For the avoidance of doubt, Teach For America will be held to the standard of confidentiality set forth in applicable laws named above.

- b. Student Handbook. Any applicable policies, procedures and regulations of School Partner, including the Parent/Student Handbook on Rights, Responsibilities, and Discipline, shall remain applicable throughout the Pre-Service Training.
- c. TFA Materials. The School Partner shall take reasonable precautions against the unauthorized use of TFA instructional or other materials by any School Partner personnel who receive such materials directly as a result of the partnership between the School Partner and TFA. Specifically, School Partner shall cooperate with and support TFA's efforts to prevent the unauthorized use of items contained in the teacher instructional materials as many of these materials contain trademarked or copyrighted materials that TFA has licensed from third parties.
- d. Transportation. The School Partner shall provide transportation for students attending the Instruction Program, where applicable. The times for pick-up and delivery, as well as all bus routes shall be determined solely by the School Partner.
- e. Health and Safety. The School Partner shall comply with all applicable health and safety requirements. Further, the School Partner will provide TFA with a copy of its health and safety protocols and policies.

2.5 Financial Obligations. The School Partner shall:

- a. Salaries. For all School Partner personnel participating directly in the Pre-Service Training, assume responsibility for paying the salaries including compensation for time spent on all Pre-Service Training activities with TFA during and in advance of [DATE]. The School Partner shall also assume responsibility for paying the salaries of all other district personnel assigned at each Designated School whose services are required to operate the Designated Schools during the Pre-Service Training.
- b. Operational Costs. Assume responsibility for any and all operational costs associated with the Online Platform and buildings of the Designated Schools being open during the Pre-Service Training. Such costs include, but are not limited to, student instructional supplies, utilities, student food services including breakfast and lunch daily, maintenance supplies, general administrative costs such as the use of copy machines and supplies and all costs associated with complying with all safety and health measures required by local regulations. Except as expressly set forth herein, TFA shall not be liable for any charges pertaining to the operation of the Instruction Program.
- c. Student Transportation. Assume responsibility for any and all costs associated with transporting all enrolled students to and from the Designated Schools for the entirety of Pre-Service Training.

SUMMER SCHOOL STRUCTURE

2.6 Staffing and Training. The School Partner shall:

- e. Recruiting. The School Partner will recruit and select qualified Summer School Principals and Teachers of Record. TFA will support the process, including supplying the School Partner with information packets for any School Partner administrators or faculty interested in serving as Summer School Principals or Teachers of Record, as well as providing other promotional materials for the purpose of recruiting qualified Summer School Principals and Teachers of Record.

2.7 Resources. The School Partner shall provide the following:

- a. Curricular Resources. Provide free of charge any curricular resources available at the Designated School and one copy of all approved and/or required assessments if any exist or are desired.
- b. Media Facilities. Allow Teach For America staff and Corps Members reasonable use of library and library resources, audio-visual equipment, temporary office space, and a large meeting area at each Designated School throughout the Pre-Service Training.
- c. Computer Facilities. Allow Teach For America staff to make reasonable use of a limited number of existing computer facilities with Internet access and printer capabilities throughout the Pre-Service Training. When utilizing School Partner property and networks, Teach For America staff shall comply with the School Partner's Internet Policy.
- d. Photocopying. Provide reasonable photocopying privileges to Teach For America staff for administrative purposes. The total number of copies collectively allowed to Teach For America and the School Partner for the purpose of the Pre-Service Training shall not exceed 1,500 at any Designated School.
- e. Supplies. Allow Teach For America staff and Corps Members at a Designated School reasonable use of any supplies and instructional materials that are available at such Designated School.
- f. Wireless internet access. Provide free of charge wireless internet access at all Designated Schools. Teach For America staff shall comply with the School Partner's Administrative Policy when utilizing School Partner property and networks per the district's Internet Safety Acceptable Use Policy.

SECTION 3 – TEACH FOR AMERICA'S PARTNERSHIP OBLIGATIONS

3.1 Instruction Program. In partnership with the School Partner, TFA shall conduct the Instruction Program according to a schedule mutually determined and agreeable to the Parties and consistent with School Partner policies and regulations.

3.2 Curricular Goals. TFA, in collaboration with the School Partner staff at each Designated School, shall ensure that Corps Members determine rigorous grade level and content area curricular goals for their students in full compliance with School Partner standards. Corps Members will design lesson plans consistent with School Partner instructional methods and curriculum requirements that will meet goals, constantly evaluate their students' progress, and adjust their instructional practice as necessary. Corps Members will regularly communicate with parents about student progress (with

approval from the School Partner), and provide opportunities for parents to support their children's work with the guidance of School Partner personnel. Corps Members shall also keep a parent communication log that will be submitted to the School Partner at the conclusion of the Instruction Program.

3.3 Staffing. TFA shall provide the necessary staff at each Designated School to facilitate classroom instruction, administrative assistance, and Corps Member training. TFA shall be solely responsible for recruiting, selecting, training and compensating said staff, which will include the following positions:

<u>Position</u>	<u>Duties</u>
TFA Sr. Managing Director,	Working in partnership with the School Partner, TFA Senior Staff and Public School Partner Principals, provides overall operational and instructional leadership for the Designated School; and serves as school campus point person for TFA
TFA School Operations Manager	Provides general administrative support to school-based TFA staff.

3.4 Recruiting. TFA shall recruit approximately 18-22 Corps Members, who will work in teams of two and collectively be responsible for delivering instruction for one class of 10-12 students.

3.5 Training.

- a. School Partner Staff in Designated Schools: TFA shall provide training for School Partner Summer School Principals and Teachers of Record to familiarize them with the TFA training model, materials, and approach to instruction. Training sessions will include training on the vision of instruction, observation best practices and protocol, Corps Member evaluation rubric, and other topics related to TFA local curriculum for training new corps members. In addition, TFA will facilitate opportunities for meetings between designated TFA staff and School Partner staff persons who will be directly involved with the Pre-Service Training.
- b. Other School Partner Staff: As part of an effort to partner with School Partner to increase instructional capacity, TFA shall provide access to training and other resources for School Partner Staff not directly employed in Designated Schools through mutually agreeable training opportunities up to and including the opportunity for School Partner staff to shadow TFA staff in performing their roles. School Partner shall partner with TFA to ensure that said training and shadow programming does not breach the obligations to protect TFA intellectual property.

3.6 Resources. TFA shall provide the following:

- a. Instruction Materials. Supply Corps Members with instruction materials to use with their students that incorporate and are aligned with School Partner standards for each grade level and content area ("Toolkits"). Toolkits will include, but are not limited to

sample Student Achievement Plan, sample lesson plan templates, sample assessments, and the like. On the days established by TFA staff onsite for the administration of tests, Corps Members will administer all pre and post tests, and other weekly end of unit assessments to those students required to take such tests for grade-level reasons.

3.7 Administrative.

- a. Policies and Procedures. TFA shall comply with all established School Partner policies and procedures, in effect as of the date of this Agreement, and will ensure that all TFA staff and Corps Members are aware of these policies. School Partner policies are located at: <https://policy.ksba.org/Chapter.aspx?distid=29>. TFA is only responsible for knowledge of policies in effect as of the date of this Agreement.
- b. Assessment of Students. TFA shall provide appropriate assessment of enrolled students, including initial, daily, and end of summer assessment data and/or student work portfolios. Corps Members shall also submit grades in compliance with School Partner's grading policies throughout the entire Instruction Program, with guidance from Teachers of Record and, where appropriate, Summer School Principals.
- c. Attendance Records. The Parties shall jointly supply attendance records to the designated Site Administrator during the entire Instruction Program.
- d. Criminal Background Checks. Corps Members must complete a criminal background check in compliance with state law and School Partner policies prior to being on School Partner's premises or in contact with students.

TFA staff participating in the Summer Program, who will be in direct contact with students, when School Partner employees are not present, will also complete a criminal background check in compliance with state law and School Partner policies. For the avoidance of doubt, only TFA staff who will be alone in the presence of students will be background checked.

- i. Any required background checks for TFA staff or Corps Members will be conducted by and the results reviewed by the School Partner.
 - ii. TFA will finance and pay for such criminal background checks required for its staff and ensure the results are submitted to School Partner's summer school administrator.
 - iii. Such records will be reviewed, and school Partner will notify TFA of any individual(s) who, based on School Partner's standards, are unfit and should not have contact with School Partner's students.
 - iv. All determinations made by School Partner as to the fitness of any individual are made in the School Partner's sole discretion.
- e. School Partner Materials. TFA shall take reasonable precautions against the unauthorized use of School Partner curriculum material or other materials by any TFA Corps Members or staff who receive such materials directly as a result of the partnership between the School Partner and TFA. Teach for America will indemnify, defend and hold School Partner harmless from any infringement of intellectual

property rights claims, or other similar actions, against School Partner as a result unauthorized use of materials by Corps Members or TFA staff.

SECTION 4 – OTHER TERMS AND CONDITIONS

4.1 Term and Termination. The term of this Agreement commences 3/14/2025, or upon approval by the Superintendent, whichever date is later, through 7/31/2025. Either Party may terminate this Agreement at any time upon 60 days written notice to the other Party.

4.2 Notices. Any notices to either Party shall be in writing and delivered by hand or sent by nationally recognized messenger service, or by registered or certified mail, return receipt requested, to the addresses set forth below or to other address as that Party may designate by notice. Notice shall be effective one (1) business day after being sent by a nationally recognized messenger service or three days after being sent by mail.

DISTRICT CONTACT

Name: _____
Title: _____
Address: _____
Email: _____

TEACH FOR AMERICA:
Name: Emaleigh Osborn
Title: Senior Director, 2X Hubs
Address: 470 Main Street Suite 1
Hazard, KY 41701
Email: Emaleigh.osborn@teachforamerica.org

***With an electronic copy to:**
Name: TFA Legal Affairs
Email: LegalAffairs@teachforamerica.org
**Send only notices related to breach of contract and indemnity.*

4.3 No Agency or Joint Venture. The Parties understand and agree that TFA is an independent contractor and is operating the Pre-Service Training. Neither TFA, nor any of its employees, agents, or subcontractors, shall in any way or for any purpose whatsoever be deemed an employee or agent of the School Partner. The Parties do not intend to create, and nothing herein shall be construed as creating, a joint venture or partnership between the Parties. Subject to indemnification obligations set forth below, each Party assumes full responsibility for their supervision, daily direction and control, payment of salary, worker's compensation, disability benefits, and like requirements and obligations.

4.4 Mutual Indemnification. To the extent permitted by applicable state laws and regulations, each Party shall indemnify and hold harmless the other party and its officers, directors, employees and agents (the "Indemnitees") from and against any and all losses, liabilities, claims, damages, costs and expenses (including attorneys' fees) ("Losses") to which such Indemnatee may become subject arising out of a breach of this Agreement by the indemnifying party or arising out of the provision of services hereunder (including without limitation to the designation of Teachers), except to the extent such Losses result from the willful misconduct or gross negligence of such Indemnity.

4.5 Insurance. TFA will maintain, during the term of this Agreement, the following insurance with the minimum limits as set forth below:

Workers' Compensation	Statutory Limits
Employers' Liability	\$5,000,000 aggregate
Commercial General Liability	\$1,000,000 per occurrence/\$2,000,000 aggregate
Auto Liability	\$1,000,000 per occurrence
Umbrella (excess) Liability	\$5,000,000 aggregate
Professional Liability	\$1,000,000 per occurrence/\$2,000,000 aggregate

The Floyd County Board of Education shall be named as an additional insured with respect to general liability and umbrella liability insurance. School Partner shall be afforded a written notice of cancellation, non-renewal or material change in Teach for America's insurance coverages for the duration of this Agreement.

4.6 Amendment/Modification. No amendment or modification of this Agreement, and no waiver hereunder, shall be valid or binding unless set forth in writing and signed by the Parties.

4.7 No Assignment. Neither this Agreement nor any of the rights, interests, or obligations under this Agreement shall be assigned, in whole or in part, by operation of law or otherwise by either Party without the prior written consent of the other Party.

4.8 Counterparts. This Agreement may be executed in any number of counterparts (including by electronic transmission).

4.9 Survivability. In the event that this Agreement expires or is terminated by either Party, 4.4 (Mutual Indemnification) shall survive the expiration or termination of this Agreement.

4.10 Severability. If any term or provision of this Agreement is determined to be illegal, unenforceable or invalid in whole or in part for any reason, it shall be stricken from this Agreement, and then such stricken provision shall be replaced, to the extent possible, with a legal, enforceable and valid provision that is as similar in tenor to the stricken provision as is legally possible.

4.11 Governing. This Agreement and all matters relating hereto shall be governed by, construed and interpreted in accordance with the laws of the State of Kentucky, without regard to the conflict of laws provisions of such State.

4.12 Sovereign Immunity. Neither the execution of this Agreement by the School Partner nor any other conduct, action or inaction of any School Partner representative related to the Agreement shall constitute a waiver of School Partner's sovereign immunity.

4.13 Subcontractors. If TFA is permitted to subcontract any of the work set forth in the Agreement, TFA shall ensure that each subcontractor complies with all provisions of the Agreement. TFA will remain liable for the acts and omissions of such subcontractor(s) and the proper performance and delivery of the products and/or services set forth in the Agreement.

4.14 Non-Discrimination. Each Party represents and warrants to the other Party that it does not and will not engage in discriminatory practices and that there shall be no discrimination in connection with TFA's performance under the Agreement on account of race, color, religion, gender, national origin, age, disability, sexual orientation, gender identity, gender expression, genetic information, or any other basis prohibited by law. Each Party further covenants that no otherwise qualified individual shall, solely by reason of his/her race, color, religion, gender, national origin, age, disability, sexual

orientation, gender identity, gender expression, genetic information, or any other basis prohibited by law be excluded from participation in, be denied services, or be subject to discrimination under any provision of the Agreement.

4.15 Waiver. The failure by either Party to enforce any provision of this Agreement will not constitute a waiver of future enforcement of that or any other provision.

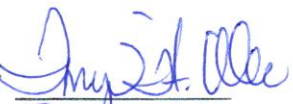
4.16 Entire Agreement/Authority/Binding. This Agreement is the complete and exclusive statement of the agreement between the parties as to the subject matter hereof and supersedes all communications between the parties related to the subject matter of this Agreement.


[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, each of the Parties has caused its duly authorized representative to sign and deliver this Agreement on the day and year first above written.

**Floyd County Board
of Education**

Teach For America

By: 
Name: Tonya Williams
Address: 442 Ky Route 550
Eastern, KY 41622

By: 
Name: Rosanna Ballinger
Title: Interim Executive Director
Address: 470 Main Street Suite 1
Hazard, KY 41701

Teach For America

Contract Owner Attestation:

☐ This contract was reviewed/approved by
TFA Legal Affairs in this final form.

Date of approval: _____