



FLOYD COUNTY BOARD OF EDUCATION
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Linda C. Gearheart, Member - District 1
William Newsome, Jr., Member - District 3
Rhonda Meade, Member - District 4

Date: August 18, 2017

Consent Agenda Item (Action Item): Consider/Approve revisions to Memorandum of Agreement (MOA) between Floyd County Schools and Big Sandy Community and Technical College to offer a Floyd County Early College Academy (FCECA).

Applicable Statute or Regulation: General Powers and Duties of the Board/Capital Construction Process 702 KAR 4:180.

Fiscal/Budgetary Impact: BSCTC will provide 20 student slots free of charge for the FCECA. The Floyd County School District would then be responsible for the remaining student tuition, books, and fees.

Recommended Action: Approve as presented.

Contact Person(s):

Dale Pack 886-4545


Director


Superintendent

Memorandum of Agreement
Big Sandy Community & Technical College
and Floyd County Schools
for the
Floyd County Early College Academy

I. Parties.

The parties of this Agreement are the Big Sandy Community and Technical College(BSCTC) and Floyd County Schools (FCS).

BSCTC is a public entity, which exists to operate an institution as one of the 16 colleges in the Kentucky Community and Technical College System. BSCTC is located at One Bert T. Combs Drive, Prestonsburg, KY 41653.

FCS is a governmental unit of the Commonwealth of Kentucky, which exists to operate a system of public schools in Floyd County, Kentucky. The primary offices of the FCS are located at 106 North Front Ave., Prestonsburg, KY 41653.

Collectively, BSCTC and FCS are referred to in the Agreement as “the Parties.”

II. Recitals.

WHEREAS, FCS seek to operate public high school programs, which are designated the Floyd County Early College Academy and which offer the educational opportunities as described in the Early College Handbook; and WHEREAS, BSCTC seeks to make available college courses to qualified high school students; and all parties agree that the program will expedite successful transition to post-secondary education and raise educational attainment; NOW THEREFORE, intending to be legally bound, the Parties make the following Agreement:

III. Agreement.

1. Operation of the School.

- 1.1. FCS shall operate on BSCTC premises public high school programs officially designated as the Floyd County Early College Academy, herein referred to as the Program.
- 1.2. Policy decisions, day-to-day management and decision making authority for all operational issues shall be the responsibility of FCS with the understanding that input and consultation shall be sought from BSCTC and that policy decisions that have the potential to affect BSCTC should be consistent with BSCTC policies.

1.3. FCS and BSCTC agree to develop an advisory committee with membership as follows: BSCTC-President, Dean of Academic Services, Chief Financial Officer, and Early College Liaison; FCS- Superintendent, School Principals, and one member selected by the Superintendent. The role of the advisory committee shall be to provide broad oversight and support for the Program. The advisory committee will review, as needed, the Program handbook and make recommendations for consideration by the Floyd County Board of Education concerning direction of the Program and operational issues, additionally the advisory group will receive annual updates from FCS and BSCTC staff in fulfillment of its oversight function.

2. Responsibilities.

- a) BSCTC agrees to waive all costs relating to tuition for 20 students. All parties agree that additional students may be enrolled at the expense of FCS.
- b) BSCTC agrees to provide the required facility space for operation of the Early College Academy.
- c) BSCTC will take the same precautions to protect the safety of Program students as are taken for non-Program BSCTC students.

3. Dual Enrollment in Courses for College Credit.

- 3.1. As specified BSCTC will allow Program students to dually enroll in college courses:
 - a) offered by BSCTC to students enrolled at BSCTC;
 - b) taught by faculty members at BSCTC; and
 - c) for which the Program student has met all course pre-requisites as required for any BSCTC students.
- 3.2. Program students shall participate in the same process of registration as other BSCTC students. Staff employed by FCS shall have full authority to monitor, suggest alternatives and limit the course actions and selections of Program students.
- 3.3. Courses and Degrees
 - a) BSCTC shall award the same credits to Program students enrolled in courses as that awarded to BSCTC students.
 - b) Should a Program student earn enough credits at BSCTC to qualify for a degree, BSCTC will award the Program student such degree upon graduation.

4. Program Students of BSCTC Campus.

- 4.1. Student Privacy. In accordance with the Family Educational Rights and privacy Act, other applicable federal and state laws, and FCS administrative policies, BSCTC shall protect Program students' privacy and guard against the unauthorized release of identifying student information and student records. FCS shall annually provide BSCTC waivers and consent from the parent/guardian of each Program student authorizing:
 - a) BSCTC to release that student's records regarding academic and disciplinary matters to FCS representatives and
 - b) FCS to release that student's high school records regarding academic and disciplinary matters to BSCTC representatives.
 - c) Both parties agree that all Program students will follow the policies/procedures and student handbook of FCS.

4.2. Faculty and Staff

FCS shall employ and provide appropriately certified instructional and administrative personnel to operate the Program.

4.3. Textbooks and Material

- a) FCS shall purchase required textbooks and other materials as determined to be necessary for Program students. All purchases shall remain the property of FCS

4.4. Insurance

- a) FCS shall maintain standard insurance coverage to include adequate liability and other appropriate forms of insurance.
- b) The provision of such insurance shall not affect, waive, or reduce any governmental or sovereign immunity protecting FCS, the Program, or BSCTC except to the extent required by applicable law.
- c) FCS shall provide proof of liability insurance.
- d) Neither party shall be responsible for personal injury or property damage or loss except that resulting from their own negligence or the negligence of those within their control.

5. Facilities

- 5.1. As soon as is reasonably possible following the execution of the Agreement, BSCTC will identify and share with the FCS the locations and amounts of facility space designated for the Program.
- 5.2. Any modifications to room structure requested by FCS (electrical, walls, etc.) shall be approved in advance by BSCTC.
- 5.3. FCS shall reimburse the cost of any requested and agreed to changes to the physical plant at BSCTC. FCS may add furnishings which will remain the property of FCS,
- 5.4. Program staff and students shall be subject to all BSCTC policies and procedures governing the use of BSCTC facilities.

6. Term.

6.1. Original Term

The Original Term of this Agreement shall be one (1) year and shall begin the first day of FCS classes during the 2016-2017 academic year.

6.2. Renewal Terms

This Agreement shall be automatically renewed unless either party provides notice in writing as outlined in the termination requirements below.

7. Termination.

7.1. The parties acknowledge that:

- a) terminating this Agreement, in part or in whole, would materially and adversely affect Program students' education, including ability to graduate from high school; and
- b) FCS are uniquely dependent on BSCTC's continued and uninterrupted provision of services under this agreement in order to meet their obligation to provide Program students with the opportunity for a sound basic education.

7.2. The parties therefore agree that neither party may terminate this Agreement during its term, except that:

- a) either party may terminate this Agreement with one hundred eighty (180) days written notice if it becomes reasonably apparent that funding for FCS or BSCTC from federal, state, or local sources will not be adequate to enable FCS or BSCTC to fulfill their financial obligation to the other Party, or Floyd County Early College Academy at BSCTC, or
- b) in the event of a declared emergency.

8. Miscellaneous.

8.1. Governing Law

This Agreement shall be governed and constructed in accordance with the laws of the Commonwealth of Kentucky applicable to agreements and to be performed entirely within Kentucky.

8.2. Severability of Provisions

If any provision of this Agreement, or portion thereof, is held invalid or unenforceable in its face or in its application to a particular person, entity, or circumstance, the remaining portion of such provision, along with the remaining provisions of this Agreement, shall not be affected, but rather remain in full force and effect in a manner that advances the intended purposes of this Agreement.

The parties agree to comply with Title VI and VII of the Civil Rights Act of 1954, Title IX of the Educational Amendments of 1972, Section 504 of the Rehabilitation Act of 1972 Executive Order 11.246 and the related regulations to each. Each party assures that it will not discriminate against any individual including, but not limited to, employees or applicants for employment and/or students because of race, religion, creed, color, sex, age, sexual orientation, disability, veteran status, or national origin.

Dr. Anthony Newberry, Interim President/CEO
Big Sandy Community and Technical College

Date

Steve Trimble, Superintendent
Floyd County Board of Education

Date