



Kenton County School District | *It's about ALL kids.*

**THE KENTON COUNTY BOARD OF  
EDUCATION**

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Dr. Henry Webb, Superintendent of Schools

**KCSD ISSUE PAPER**

**DATE:**

4/29/19

**AGENDA ITEM (ACTION ITEM):**

**Consider/Approve** MOU with Northern Kentucky University to establish a KCSD Early College Academy

**APPLICABLE BOARD POLICY:**

**01.11 General Powers and Duties of the Board**

**HISTORY/BACKGROUND:**

KCSD is a district of excellence that has amazing students who are prepared for accelerated learning opportunities in post-secondary institutions while still in high school. Our district is a model for flexible scheduling and opportunities to ensure we meet the needs of our students through dual credit and advanced placement courses. However, we believe strongly that we have students who are equipped academically and socially to enroll in a dual credit academy with NKU to be full time college/high school students their junior and senior year. Through multiple meetings with NKU leadership/staff and our team we have been able to develop what we consider to be a model program for our students to begin in the fall of 2020. The MOU is attached for consideration and the Academy Handbook is being finalized and shared with our board ASAP. The first year will be for 100 juniors and 100 seniors will be added each year thereafter.

**FISCAL/BUDGETARY IMPACT:**

Maximum of \$250,000 year 1 (up to \$50,000 start-up cost); Maximum of \$200,000 each year thereafter. This funding will be paid from general fund (gf) annually but is expected to be GF cost neutral due to allocation adjustments. Expenses: Transportation (\$30,000 annually), KCSD Early College Coordinator-on site daily (\$90,000 annually), NKU Admin Fee (\$75,000 annually), first year only start-up cost (\$50,000 maximum assuming we cannot get donations)

**RECOMMENDATION:**

**Approval of MOU** with Northern Kentucky University to establish an Early College Academy pending board attorney approval of the contract.

**CONTACT PERSON:**

Henry Webb

\_\_\_\_\_  
*Principal*

\_\_\_\_\_  
*District Administrator*

\_\_\_\_\_  
*Superintendent*

**Kenton County Board of Education**

Board Members: Carl Wicklund, Chairperson Karen L. Collins, Vice Chairperson Carla Egan Shannon Herold Jessica Jehn  
"The Kenton County Board of Education provides *Equal Education & Employment Opportunities.*"

**MEMORANDUM OF UNDERSTANDING**  
**BETWEEN**  
**NORTHERN KENTUCKY UNIVERSITY**  
**AND**  
**KENTON COUNTY SCHOOL DISTRICT**  
**FOR THE**  
**KENTON COUNTY EARLY COLLEGE MAGNET PROGRAM**

NORTHERN KENTUCKY UNIVERSITY (herein referred to as "NKU"), an Kentucky institution of public higher education, and the KENTON COUNTY SCHOOL DISTRICT (herein referred to as "KCSD"), a Kentucky school district, enter the following Memorandum of Understanding ("MOU") for the creation of the KENTON COUNTY EARLY COLLEGE MAGNET PROGRAM (herein referred to as the "KCECMP" or "Program"), for the 2020-2021 Academic Year. Collectively, the partners are referred to as "Parties."

The purpose of this MOU is to outline the collaboration of the Parties in developing and operating the KCECMP. Northern Kentucky University and Kenton County School District are aligned in their aspirations to be nationally recognized for being student-ready and regionally-engaged campuses that empower diverse learners for economic and social mobility. In support of student success, this innovative approach will provide students a clear path to their educational success through an early college program. Research indicates that high school students enrolled in early colleges were significantly more likely to graduate from high school, enroll in college, and complete a four-year degree.

This program will be a model for the region, the Commonwealth, and the country as an innovative partnership between P-12 and post-secondary schools to benefit students. The KCECMP will be located at [space in Steely Library].

**1. TERM**

The Initial Term of this MOU shall be August 1, 2020 through July 31, 2022. An additional condition precedent to a Party's commitment to this MOU is approval of the Program by that Party's governing board. Upon mutual written agreement by the Parties made by December 31, 2021, this MOU may be extended for a three (3) year Renewal Term. The Renewal Term of this MOU shall be August 1, 2022 through July 31, 2025. As used in this MOU, the term "Term" shall mean the Initial Term, the Renewal Term, or any such shorter period of time in the event of termination of this MOU.

**2. OVERSIGHT AND STAFFING**

- a. A KCECMP Steering Committee will meet at least quarterly, or as mutually agreed to by both parties, to evaluate instructional and programmatic activities, identify problems, issues and

challenges that arise; and make recommendations regarding more effective coordination and collaboration. The Steering Committee will make reports, if requested, to the parties' respective boards that provide data, highlight successes, and outline plan for improvement. The Steering Committee will consist of appropriate personnel as identified by both parties. A subset of the Committee may meet more often to satisfy the organizational needs of the KCECMP.

- b. KCSD will hire and supervise one or more Early College Coaches ("Coach") and any other KCSD staff assigned to the Program as determined necessary by KCSD. NKU will provide a representative to participate on the search committee to hire the Coach.
- c. NKU will provide one or more designated staff persons who will interact directly and frequently with Coach.

### **3. PARENT INVOLVEMENT AND OUTREACH**

- a. KCSD will take the lead on parent involvement and outreach efforts to ensure parents understand:
  - The KCECMP concept and that students are earning NKU credit—which may have long-term ramifications on their college careers and federal financial aid eligibility.
  - That high-level behavior and academic standards are expected of KCECMP students and that parents are expected to be involved in the program.
- b. The Parties agree that NKU representatives may be involved in recruitment and parent education events.
- c. KCSD personnel, counselors, and administrators will be responsible for all communication with parents. KCECMP will communicate to the parents of KCECMP students that any questions or concerns from parents should be directed to the KCECMP Coach. NKU personnel are not be expected to communicate with parents.

### **4. LEARNING COMMUNITY**

KCSD, in collaboration with NKU, will establish a learning community that blends high school and NKU, instilling a learning culture among the participating students.

- a. KCECMP students are enrolled in dual credit courses receiving both high school and NKU credit.
- b. The KCECMP students will have access to student services and facilities as regular NKU students, including but not limited to the use of academic and support facilities including the library, computer labs, study rooms, student services, bookstore, and food services.
- c. It is recognized that KCECMP students have unrestricted internet access on campus as afforded to other NKU students.

### **5. COHORT**

- a. The KCECMP plans to add a cohort appropriate for NKU's capacity, but not to exceed 100 students in grade 11 on a yearly basis, with a maximum enrollment not to exceed 200 students in grades 11-12.



- b. Any increase to these maximums must be mutually agreed upon by NKU and the KCECMP following consideration of all financial and other resource requirements. Any changes to the incoming cohort maximum must be agreed upon in writing and documented through a mutually signed Addendum to this MOU.
- c. Students may not be added to any cohort following their enrollment in the first semester of the 11<sup>th</sup> grade, unless NKU and KCSD specifically agree in writing to an exception in unusual, extraordinary or unexpected cases. Exceptions will be documented and maintained by KCSD.

## **6. RECRUITMENT**

- a. KCSD will recruit sophomores annually for the incoming junior class. The recruitment process may include:
  - i. The establishment of a recruitment website or link on KCSD's website that will provide recruitment and admission information;
  - ii. A presentation of recruitment/admission materials will be made to all freshman and sophomore students;
  - iii. Meetings with school counselors to discuss the KCECMP and answer questions;
  - iv. Student/parent meetings so the KCECMP can explain the opportunities and commitment required of KCECMP students, as well as possible consequences that a student may experience as a result of course withdraws, failures, retaking courses or taking excess hours beyond their degree or program requirements.
- b. NKU and KCECMP will collaborate on the development of a Student/Parent Consent form. The KCECMP shall have each student and a parent sign the consent form defining the requirements and expectations of the KCECMP program. The KCECMP will maintain all consent forms documents and provide an electronic copy of said to NKU.

## **7. APPLICATION**

- a. The application process will include an informational meeting with the student and parent(s) to explain the expectations required for success.
- b. In addition to KCSD admission requirements, all students must be admitted to the NKU School-Based-Scholar (SBS) program. Currently SBS admission requirements are:
  - i. Applicants must be a rising high school junior or senior.
  - ii. Applicants must have a cumulative high school GPA of 3.0 or higher.
  - iii. Applicants must have taken the ACT and must meet the college readiness benchmark in all content areas of the ACT (English, Math, Science, and Reading).
  - iv. Applicants must meet any prerequisites for individual courses.
- c. Enrollment in the Kenton County Early College Magnet Program is a competitive process that is open to all students. There is a six-part scoring rubric that is heavily weighted toward academic performance, attendance, and behavior. Students who have experienced success in these areas will have an excellent chance for continued success in a full-time collegiate experience.
- d. Applications will be scored by a scoring committee comprised of KCSD staff and an NKU

representative. The point values are listed below.

CRITERIA	POINT VALUE
Grade Point Average	45
Assessments (ACT)	25
Attendance	10
Behavior	10
1 <sup>st</sup> generation college student	5
Extra/Co-Curricular Activities	5
<b>Total</b>	<b>100</b>

## **8. CURRICULUM**

KCECMP students will have the flexibility, with guidance, to select classes that best meet their educational goals. Students will be able to select between two pathways, STEM or Non-STEM focus, with the potential to achieve a certification of completion (60 hours or more) or an Associate of Arts in Integrative Studies Degree. Sample course sequences are attached as Attachment A.

## **9. KCECMP CALENDAR**

- KCECMP students will follow the NKU academic schedule.
- NKU may be in session on days when KCSD schools are closed (e.g., different within-term holiday closures, snow days, etc.). When the two institutions are out of alignment on days of operation, students are not excused from classes that are in session at NKU. KCSD will provide at least one staff member with administrative authority to be present in case of emergency.
- All KCECMP students are required to participate in required state, national assessments, which will be administered by the KCECMP staff. NKU agrees to make accommodations in course scheduling, including final exams, and attendance so that KCECMP students are not penalized in their NKU credit courses for their participation in the required state, national assessments. KCSD agrees to provide advanced notice of required testing dates so that scheduling accommodations can be provided.
- For assessments not mandated by the state, NKU and KCSD will come to a mutual agreement on administration dates in order to appropriately manage disruptions of NKU courses.

## **10. ACADEMIC POLICIES**

- The academic policies of NKU shall apply to all students enrolled in the KCECMP as applicable.
- KCECMP students are expected to meet academic standards (including academic progress) for NKU coursework. Semester grades and grading policies will be outlined in each instructor's course syllabus.
- KCECMP students will be informed by the instructor of academic progress/grade status at mid-semester. Students struggling to maintain a passing grade will be provided with options for the student's successful completion or be advised by the instructor or the Coach to

withdraw from NKU course in order to avoid future problems related to admissions, financial aid, and scholarships.

- d. The Coach is responsible for advising KCECMP students concerning academic progress in high school and NKU courses.
- e. Students who begin any semester term in Good Academic Standing, but fail to maintain a cumulative institution GPA of 2.5 or higher and/or receive a grade of D or lower, are placed on Program Probation. Notification of probationary status is communicated electronically through students' NKU email addresses. Program Probation status is cleared when students earn at least a 2.5 GPA in the subsequent term. Students who fail to earn a minimum term GPA of a 2.5 while on Program Probation (cumulative institution GPA remains below 2.5) will be removed from the Program.
- f. Students taking courses for dual credit must be enrolled in courses coded as "Dual Credit".

#### **11. DISABILITY SUPPORT SERVICES**

Services from NKU's Disability Programs and Services are provided to students attending classes at NKU or online and may include special testing arrangements, appropriate adaptive technologies, scribes, and note-taking services. NKU is neither able nor required to provide the level of disability support services required by the public school system. Therefore, all disability services a KCECMP student requires shall be the responsibility of KCSD.

#### **12. STUDENT ATTENDANCE POLICIES**

NKU does not monitor or maintain student attendance records. The Coach will be responsible for monitoring and maintaining student attendance documentation as required by KCSD. KCECMP students are required to maintain regular and punctual attendance in class and laboratories to meet the required number of contact hours per semester.

#### **13. STUDENT SAFETY**

- a. When on NKU campus, KCECMP students will follow NKU's Code of Student Rights and Responsibilities to ensure the safety and well-being of the fellow classmates, faculty, staff and visitors.
- b. Parents/guardians of KCECMP students will be required to sign a NKU General Participation Waiver & Release as a condition of participation.

#### **14. STUDENT CONDUCT**

- a. KCECMP students are required to adhere to KCSD and NKU policies, procedures, and regulations and both KCSD and NKU codes of student conduct.
- b. All disciplinary action, including suspension and dismissal from KCECMP, shall be in conformity with the Codes of student conduct of the parties.
- c. All KCECMP students will be provided access to NKU Code of Student Rights and Responsibilities and Title IX / Clery Act materials in the same manner as all other students enrolled in NKU.
- d. For additional information on NKU student conduct policies, please refer to



<https://inside.nku.edu/scra/information/students/rights-responsibilities.html>.

- e. In the event of a conflict between the policies of KCSD and NKU, the Parties will collaborate to resolve any conflict. KCSD and NKU will inform one other of complaints against a KCECMP student.
- f. The party which receives a complaint of non-academic misconduct may investigate the complaint and reach a decision on responsibility for violations of the applicable student code of conduct but must notify the other party of sanctions before they are issued.
- g. Students who are in violation of policies and codes of conduct will, where appropriate, return to KCSD's high school, if any, and will not be allowed to return to the KCECMP on NKU campus.
- h. The Parties will cooperate fully with each other in any investigation involving student misconduct or conduct that threatens or potentially threatens the safety of others and NKU campus.
- i. The parties will cooperate fully with each other as necessary in all matters pertaining to complaints, grievances and appeals regarding student conduct issues. The definition of "cooperation" includes providing access to students or other persons who may be witnesses or persons with knowledge of relevant facts.
- j. KCECMP students may be sanctioned the same as other NKU students and may be subject to exclusion from NKU campus and NKU properties.

#### **15. STUDENT SUPPORT SERVICES**

- a. The Coach will identify and assist those students who may not be performing satisfactorily to succeed. The Coach will seek guidance from NKU designee(s) in the areas of test preparation, tutoring, and NKU support services.
- b. Students will have access to the same or similar tutoring and other academic support as provided for other students in KCSD and NKU. To promote academic success, the Parties will provide academic support services as may be needed.
- c. KCSD will be responsible for non-academic counseling services and NKU is authorized, but not required, to provide emergency counseling intervention services despite student minority age.

#### **16. EXTRACURRICULAR ACTIVITIES AND STUDENT ENGAGEMENT ACTIVITIES**

- a. KCSD will allow KCECMP students to participate in high school activities as long as participation does not interfere with academic requirements of the KCECMP.
- b. To reinforce NKU-going culture, students may participate in age-appropriate activities on NKU campus, such as clubs and organizations, theater performances, student activities and other such activities, so long as participation does not interfere with the academic requirements of the KCECMP.
- c. KCECMP students may be assigned to off-site academic course assignments which would require the KCECMP student to travel to satisfy course objectives that could include, without limitation, museum visits or job-site internships.
- d. KCECMP students engaging in any NKU-related, off-site travel must be transported by a parent, guardian, parent/guardian written designee, or KCSD-sponsored travel arrangement.

Transportation by NKU, its employees, or its non-KCECMP students is prohibited.

#### **17. STUDENT RECORDS**

- a. In accordance with Applicable Law, KCSD will maintain student records pertaining to KCECMP and provide NKU copies of the grades, progress, and other informational data on student assessment, promotion, retention, award of diplomas, and other student data necessary and advisable for NKU to perform its obligations under this MOU.
- b. Each party will be responsible for maintaining student records and records pertaining to the Program in conformity with the Kentucky Record Retention laws and the Family Educational Rights and Privacy Act (FERPA).
- c. Each Party designates the other Party as its agent with a legitimate educational interest in students' education records for purposes of FERPA, and each Party agrees in its capacity as such agent to comply with the FERPA requirements set forth, without limitation, at 20 CFR 99.33. Each party shall institute policies and procedures reasonably designed to ensure that its employees and agents comply with these and all other federal and state laws, including, without limitation, FERPA, governing the rights of KCECMP students with respect to educational records, and shall protect student education records against accidental or deliberate re- disclosure to unauthorized persons.

#### **18. STUDENT DIRECTORY INFORMATION**

Upon enrolling in the KCECMP, each student's directory information (defined by NKU, pursuant to FERPA) will become part of NKU's student directory information as that term is defined by FERPA, and each student's directory information will remain subject to the Kentucky Open Records Act.

#### **19. FOOD SERVICES**

KCSD will provide for all student meals as required by State and Federal law and KCSD rules and procedures. KCECMP students may purchase food from NKU food service facilities when on NKU campus.

#### **20. TRANSCRIPTION OF NKU CREDIT**

College credit for each KCECMP student appears on NKU transcript as students complete each NKU course. Transcription of NKU credit is the responsibility of NKU and transcription of high school credit is the responsibility of KCSD. KCSD determines how NKU grades will be recorded in the high school transcript for GPA and ranking purposes. KCSD, through the KCECMP staff, will ensure that parents are aware and knowledgeable of this and other procedures regarding transcription of grades.

#### **21. MARKETING AND CO-BRANDING**

- a. Partnership Recognition. Marketing materials should acknowledge the partnership between NKU and KCSD. The preferred language is [add preferred language].
- b. Official Logo for KCECMP. Permissible logos and brand standards to co-brand will be jointly developed by NKU and KCSD.



- c. Brand Standards. The parties agree to abide by any brand standards and approval process defined by each party.
- d. Media and Press. NKU and KCSD hereby agree that each may issue a press release or releases related to this MOU. These may be developed collaboratively or individually, but each party shall pre-review its own releases with the other party.
- e. Intellectual Property. Each party retains ownership of its intellectual property, such as trademarks and copyrights, but grants a license to the other party to use its logos and slogans for the purposes of promoting awareness of the KCECMP partnership or model throughout the community. Any material misuse by either party of the intellectual property of a party to this MOU shall be resolved by negotiations between the parties, but if not so resolved shall be grounds for, without limitation, termination of the MOU by the aggrieved party.
- f. [optional clause] Once fully executed, this Memorandum of Understanding (MOU) will be posted to the School and NKU websites.
- g. [optional clause] Metrics required by Statewide Goals for Dual Credit will be posted on both the KCECMP and NKU web sites.

## **22. STATEMENT OF NON-DISCRIMINATION**

Northern Kentucky University does not discriminate based on national origin, race, color, age, gender, gender identity, gender expression, sexual orientation, religion, political affiliation, physical or mental disability, genetic information, pregnancy, and Uniform Services or veteran status in its educational programs and activities, employment, daily operations and admissions policies, in accordance with all applicable federal legislation, state laws and university policies. No retaliation shall be initiated against any person who makes a good faith report of a violation.

As required by law, the KCSD does not discriminate on the basis of race, color, national origin, sex, genetic information, disability, age, or limitations related to pregnancy, childbirth, or related medical conditions in its programs and activities and provides equal access to its facilities to the Boy Scouts and other designated youth groups. Notice of the name, work address and telephone number of the Title IX Coordinator and the Section 504 Coordinator for the District shall be provided to employees, applicants for employment, students, parents/guardians, and other beneficiaries such as participants in activities offered to the public.

NKU has designated a Title IX Coordinator to coordinate the investigation and resolution of complaints under the Civil Rights Policy and Procedure. All civil rights complaints should be reported or routed to the Title IX Coordinator for handling and processing. At all times, the Coordinator and KCSD will keep each other informed of complaints raised against each other. If the complaint involves a student as the accused or accuser, the parties will agree on which party will undertake the investigation.

### **23. PROGRAM EVALUATION**

KCSD and NKU will develop a plan for the evaluation of the KCECMP program to be completed each year. The evaluation will include, but is not limited to, annual reports made to the KCSD Board of Education. KCSD commits to collecting longitudinal data, if specified by NKU, and making data and performance outcomes available to NKU upon request. KCSD will provide parent contact and demographic information to NKU upon request for targeted marketing of degree completion or workforce development information to parents of KCECMP students. KCSD agrees to obtain valid FERPA releases drafted to support the supply of such data if deemed required by counsel to either KCSD or NKU. NKU may conduct regular and ongoing evaluations of the KCECMP program effectiveness and uses the results for continuous improvement.

### **24. FISCAL MATTERS**

- a. KCSD will procure and maintain the insurance requirements set forth in Attachment B for the duration of the MOU.
- b. KCSD will act as the fiscal agent for purposes of this MOU. As fiscal agent, KCSD will actively seek out donors and donations to cover the one-time, up-front costs of the Program, anticipated to run approximately One-Hundred Thousand Dollars (\$100,000). Any donations will adhere to NKU's policies related to acceptance of gifts.
- c. Parties agree, absent a donor, that they will equally split (fifty percent of the total costs to each Party) the one-time, up-front costs of the Program, anticipated to run approximately One-Hundred Thousand Dollars (\$100,000).
- d. KCSD will pay to NKU a flat Administrative Fee of Seventy-Five Thousand Dollars (\$75,000) annually for each year of the Initial Term. The Administrative Fee will be re-negotiated and set for the Renewal Term. The Administrative Fee for the Renewal Term may increase or decrease and will be agreed to in writing by both Parties prior to August 1, 2022.
- e. NKU will issue all KCECMP students a NKU AllCard which will grant them access to campus buildings, identify them as an NKU student, and may be used for purchases on NKU's campus.
- f. Transportation and food services will be provided by KCSD.
- g. KCSD's failure to meet its payment responsibilities as fiscal agent regarding a student will result in NKU's termination of the MOU.

### **25. STUDENT EXPENSES**

- a. Tuition is the responsibility of the student and must be paid in full by the first day of class each semester. Tuition varies each year.
- b. Students are responsible for purchasing the correct textbook(s) for their courses prior to the start of the semester.
- c. All personal charges (parking permit, purchases, fines, late fees, parking tickets, etc.) incurred by student are the student's individual responsibility.
- d. Visits to NKU's Campus Recreation Center are seven-dollars per visit (2020 rates) payable by the KCECMP student at entry. Rates are subject to increase.
- e. ALEKS testing, a math course placement exam, is required for KCECMP student with a Math ACT below 27. The cost of ALEX testing is the student's individual responsibility.
- f. Any other expenses, if they may arise, are the responsibility of the student.



**26. TERMINATION OF THE MOU**

Either party may terminate this MOU through written notice to the other party given not later than the last day in December and to be effective for the ensuing academic fall semester. In the event of termination, the Steering Committee will prepare an agreeable plan of dissolution in accordance with all Applicable Laws and approved by the respective Board of each Party. In the event of termination and notwithstanding the foregoing, participating students will continue operation through scheduled graduation.

**27. ENTIRE AGREEMENT**

This MOU supersedes all prior agreements, written or oral, between NKU and KCSD and constitutes the entire agreement and understanding between the Parties with respect to the subject matter hereof. This MOU and each of its provisions may not be waived, modified, amended or altered except by a subsequent writing signed by authorized representatives for each respective Party. Services Agreements may be entered into by NKU and KCSD in order to address more specific logistical concerns. Notwithstanding anything appearing in such Service Agreements, in case of any conflict with this MOU, the terms of this MOU shall prevail.

**28. NO WAIVER OF IMMUNITY**

Neither NKU nor KCSD waive or relinquish any immunity or defense on behalf of itself, its trustees, officers, employees, and agents as a result of the execution of this MOU and the performance of the covenants contained herein.

**29. COUNTERPARTS**

This MOU may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument. A signature transmitted by facsimile or similar equipment shall be deemed an original signature.

**30. SEVERABILITY**

In the event any provision of this MOU shall be found invalid, void and/or unenforceable, for any reason, neither this MOU generally nor the remainder of this MOU shall thereby be rendered invalid, void and/or unenforceable, but instead each such provision, and (if necessary) other provisions hereof shall be reformed by a court of competent jurisdiction so as to effect, insofar as is practicable, the intention of the parties as set forth in this MOU; provided, however, that if such court is unable or unwilling to effect such reformation, the remainder of this MOU shall be construed and given effect as if such invalid, void and/or unenforceable provisions had not been a part hereof.

**31. NOTICE**

Any notice required by or permitted under this MOU must be made in writing. Any notice required by this MOU will be deemed to be delivered (whether actually received or not) when deposited with the United States Postal Service, postage prepaid, and addressed to the intended recipient



at the address shown in the signature block of each party below. Any address for notice may be changed by written notice delivered as provided herein. Such addresses may be changed or additional addresses added from time to time by written notice of such change given in accordance with this section.

To NKU:

To KCSD:

**32. NON-APPROPRIATION**

The Parties hereto acknowledge that NKU and KCSD are governmental entities subject to certain budgetary constraints and agree that, in the event funding for the provision of services of performance hereunder by either NKU or KCSD is not appropriated or provided for in the budget for its next fiscal year, NKU and KCSD may immediately terminate this MOU without penalty and its duties hereunder shall cease to exist.

**33. NO-THIRD PARTY BENEFICIARY**

This MOU inures to the benefit of and obligates only the Parties executing it. No term or provision of this MOU shall benefit or obligate any person or entity not a party to it. The Parties hereto shall cooperate fully in opposing any attempt by any third person or entity to claim any benefit, protection, release or other consideration under this MOU.

**34. HEADINGS**

The description headings used in this MOU are inserted for reference only and do not and shall not be deemed to modify the construction of any of the provisions of this MOU.

**35. RELATIONSHIP**

The relationship of KCSD and NKU shall, with respect to that part of any service or function undertaken as a result of or pursuant to this MOU, be that of independent contractors. Nothing contained herein shall be deemed or construed by the Parties, or by any third party, as creating the relationship of employer and agent, partners, joint venturers, or any other similar such relationship between the Parties.

**36. APPLICABLE LAW**

The parties agree to operate the KCECMP in compliance with the applicable federal, Kentucky, and local laws, including, without limitation:

(a) Title VI of the Civil Rights Act of 1964; Title VII of the Civil Rights Act; Title IX of the Education Amendments of 1974; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; the Americans with Disabilities Act; the Family Educational Rights and Privacy Act of 1974 ("FERPA"); Title IV of the Higher Education Act of 1965; and the Individuals with Disabilities in Education Act; (b) the Kentucky constitution; (c) applicable provisions of the Kentucky Revised Code; (d) State and federal laws regarding the reporting of any and all

alleged child abuse, school-related crimes, and sexual molestation of students; (e) State record retention laws; and (f) all applicable requirements of the Southern Association of Colleges and Schools Commission on Colleges ("SACSCOC").

The Parties agree to operate the KCECMP in compliance with applicable NKU and KCSD board policies and procedures and policies and procedures that may be agreed upon by the Parties and approved for the KCECMP.

Intending to be bound, the parties sign below.

[SIGNATURE PAGE ADDED HERE]

DRAFT

ATTACHEMENT B

Insurance Requirements for KCECMP

Service provider shall provide and maintain, until all of their obligations, including any warranty periods under this Project, are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Service Provider, its agents, representatives, employees or subcontractors.

The insurance requirements herein are minimum requirements and in no way limit the indemnity covenants contained for the Contract. The University in no way warrants that the minimum limits contained herein are sufficient to protect the Service Provider from liabilities that might arise out of the performance of the work under this Contract by the Service Provider, its agents, representatives, employees or subcontractors, and Service Provider is free to purchase additional insurance.

- A. **MINIMUM SCOPE AND LIMITS OF INSURANCE:** Service Provider shall procure and maintain the minimum insurance coverage's set forth below.

1. **Commercial General Liability**

Policy shall include bodily injury, property damage, personal injury, contractual liability, fire legal liability, medical payments coverage, and sexual molestation/abuse liability.

- |   |             |
|---|-------------|
| • Each Occurrence                                   | \$1,000,000 |
| • General Aggregate Accrual                         | \$2,000,000 |
| • Products – Completed Operations Aggregate Accrual | \$2,000,000 |

2. **Business Automobile Liability**

Bodily Injury and Property Damage for any owned, leased, hired and non-owned vehicles used in the performance of this Project.

- |                         |             |
|-------------------------|-------------|
| • Combined Single Limit | \$1,000,000 |
|-------------------------|-------------|

3. **Workers' Compensation/Employers' Liability**

Workers' Compensation for losses arising from work performed by or on behalf of the Service Provider.

- |                                 |            |
|---------------------------------|------------|
| • State Fund or Self-Insurance  | Statutory  |
| • Proof of Employers' Liability | \$ 500,000 |

- B. **ADDITIONAL REQUIREMENTS:** All Policies shall meet the below requirements

- Shall be endorsed on a primary basis, non-contributory with any other insurance coverages and/or self-insurance carried by Northern Kentucky University.
- Shall be written on an occurrence basis (professional and pollution liability can be on a claims-made basis). Exceptions should be noted to University.
- Shall be endorsed to include Northern Kentucky University and its governing board, officers, agents and employees as additional insured with respect to liability arising out of the activities performed by or on behalf of the Service Provider. This is evidenced on the Certificate of Insurance as well as a copy of the endorsement to the Service Provider's insurance.



- d. Shall contain a waiver of subrogation in favor of Northern Kentucky University and its governing board, officers, agents and employees for losses arising from work performed by or on behalf of the Service Provider.
  - e. Limits can be met with a combination of primary and/or excess/umbrella coverage or equivalent.
  - f. Coverage provided by the Service Provider shall not be limited to the liability assumed under the indemnification provisions of this project.
- C. **NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, cancelled, or reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the University. Such notice shall be sent directly to the University Procurement department.
- D. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with duly licensed or approved non-admitted insurers in the Commonwealth of Kentucky with an "A.M. Best" rating of not less than A-VII.
- E. **VERIFICATION OF COVERAGE:** Service Provider shall furnish the University with certificates of insurance (ACORD form or equivalent) as required by this Project, along with a copy of the policy endorsement evidencing said change upon request. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.
- All certificates and endorsements are to be received and approved by the University before work commences. Each insurance policy required by this Project must be in effect at or prior to commencement of work under this Project and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Project, or to provide evidence of renewal, is a material breach of contract.
- F. **SUBCONTRACTORS:** Service Providers' certificate(s) shall include all subcontractors as insureds under its policies or Service Provider shall furnish to the University separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.
- G. **DOCUMENT SUBMISSION:** Certificates of Insurance, copies of endorsed policies, notices of cancellations, and any other documentation as required by the insurance provisions of this Project shall be sent to University.