

# Memorandum of Understanding

WHEREAS the parties to this Memorandum of Understanding are Berea Independent Schools, Estill County Schools, Model Lab School, and Madison County Schools, and

WHEREAS the parties to this Understanding deem it mutually advantageous to provide services, programs, and facilities to the residents of their respective school districts including but not limited to those provided through the Madison County Area Technology Center (Ky-Tech Madison County); and

WHEREAS these services can best be provided through joint effort pursuant to a Memorandum of Understanding

NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:

1. This Memorandum of Understanding is specific to the management and control of the state-operated secondary vocational education and technology center located in Madison County (Ky-Tech Madison County) and the 8 programs which made up the whole of its operation (Automotive, Business and Marketing, Carpentry/Construction, Computer Aided Design, Computerized Manufacturing and Machining, Electrical Technology, Health Science, and Welding Technology).
2. This Memorandum of Understanding shall be administered by the Madison County Board of Education (hereinafter "MCBOE"). Unless otherwise provided by law, the MCBOE shall act pursuant to a favorable vote of majority of its members present at the meeting consisting of a quorum.
3. Effective July 1, 2022 the MCBOE shall be responsible for the general control and management of the programs previously provided by the state-operated secondary vocational education and technology center (Ky-Tech Madison County) and all operations shall be consistent with the provisions of the Kentucky Revised Statutes, the regulations of the State Board of Education, and this Memorandum of Understanding.
4. The MCBOE may from time to time enter into contracts with other persons or entities for assistance in the management and operation of the locally operated center at no additional cost to the other parties hereto.
5. The Board shall have general responsibility for the receipt, disbursement, and accountability for any funds it receives for execution of this Memorandum of Understanding
6. The locally operated center will establish an advisory board to the MCBOE. The advisory board is a collection of individuals who bring unique knowledge and skills to provide guidance to the MCBOE as they provide guidance to KY Tech Madison County. The advisory board shall be composed of one (1) representative of each party, who shall be the superintendent (or his/her designee); one (1) representative from Richmond Chamber of Commerce, one (1) representative from the Berea Chamber of Commerce, and five (5) business/industry representatives selected by the Madison County Superintendent. The responsibilities will include but are not limited to providing guidance around pathway development, scheduling options, work-based learning experiences, and community partnerships.
7. The parties to this Memorandum of Understanding agree to the following terms for allotment of students:

- a. During the 2022-2023 school year the MCBOE will use 100 percent of the funds granted from the Kentucky Department of Education to operate the Ky Tech Madison County once management and control are granted.
- b. During the 2022-2023 school year the MCBOE will use the following guidelines for allotment of students for each course/program that was offered by KY-Tech Madison County during the 2021-2022 school year.
  - i. Students enrolled in a program during the 2021-2022 school year will be given first availability of seats for continuing course work in that program during the 2022-2023 school year regardless of district enrollment.
  - ii. For entry level classes/programs seats will be proportionately allotted to each district based on previous year high school enrollment and maximum number of seats in the program.
  - iii. Each school/district shall be notified of the number of seats allocated to them by the DPP of Madison County schools on or before April 15, 2021.
  - iv. Each school/district shall assign their allotted seats to students and deliver a roster to the Madison County DPP by July 30, 2021.
  - v. If a school/district does not fill their allotted seats by July 30, 2021, the remaining seats shall be allotted to Madison County Schools.
  - vi. If a program is phased out by MCBOE, then partnering school districts will be eligible for enrollment in the program that replaces the one abolished using the same allotment method as was to be used with the abolished program.
- c. During the 2023-2024 school year the MCBOE will use the following guidelines for allotment of students for each course/program that was offered by KY-Tech Madison County during the 2021-2022 school year.
  - i. Seats in each program will be proportionately allotted to each district based on previous year high school enrollment and 75% of the maximum number of seats in the program.
  - ii. The DPP of Madison County Schools shall notify each school/district of the number of seats allocated to them 90 days prior to the first student attendance day for the coming school year.
  - iii. Each school/district shall assign their allotted seats to students and deliver a roster to the Madison County DPP at least 30 days prior to the first student attendance day for Madison County Schools.
  - iv. If a school/district does not fill their allotted seats 30 days prior to the first student attendance day the remaining seats shall be allotted to Madison County Schools.
- d. Each district will be responsible for providing transportation for the students enrolled in their district who attend classes or programs at the locally operated center.
- e. Students attending shall be subject to the code of conduct established by MCBOE while on campus grounds or participating in program activities off-site including competitions or field trips.
- f. MCBOE reserves the right to exclude students from any program for poor attendance, inappropriate behavior, or inadequate academic performance.

8. Prior to July 1, 2024, the parties will agree in writing upon a collaborative funding structure based on a per pupil cost in excess of the state funding received by MCBOE to continue operation of the programs mentioned herein.
9. A party to this Memorandum of Understanding may withdraw as of June 30<sup>th</sup> of any year if it has provided written notice of its intent to do so to each other party 30 days in advance of the June 30<sup>th</sup> date of the year in which it intends to withdraw. A withdrawing member shall remain responsible for any obligations specified in the current Memorandum of Understanding and incurred by the MCBOE prior to the June 30<sup>th</sup> effective date of its withdrawal.
10. This Memorandum of Understanding shall be construed in accordance with and governed by the laws of the Commonwealth of Kentucky and the laws of the United States of America applicable to transactions within the Commonwealth of Kentucky.
11. In case any one or more of the provisions contained in this Memorandum of Understanding shall be held to be invalid, illegal, or unenforceable in any respect for any reason, that such invalidity, illegality, or unenforceability shall not affect any other provision hereof. The captions, heading, and arrangements used in this Memorandum of Understanding are for convenience only and do not in any way affect, limit, amplify, or modify the terms and provisions hereof.
12. This Memorandum of Understanding constitutes the entire, sole, and only agreement of the parties hereto and supersedes and prior understanding or written agreements between the parties respecting the subject matter of this Memorandum of Understanding.

IN WITNESS THEREOF, the parties by their authorized representatives, have executed this Memorandum of Understanding on the dates set forth below.

### **Madison County Schools**

By: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

### **Estill County Schools**

By: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

### **Berea Independent Schools**

By: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

### **Model Lab School**

By: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_