



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

Issue Paper

DATE:

2/24/22

AGENDA ITEM (ACTION ITEM):

Consider/Approve the MOU with Northern Kentucky University (NKU) and the Northern Kentucky Cooperative for Educational Services (NKCES) for the expansion of the KCS D NKU Early College Academy to a Regional Program.

APPLICABLE BOARD POLICY:

01.11 General Powers and Duties of the Board

HISTORY/BACKGROUND:

The KCS D NKU Young Scholars Academy (YSA) was started in April of 2019 through a partnership with KCS D and NKU and has served 150 KCS D Scholars. YSA is expanding to a regional program and will serve 10 school districts. In addition, the NKCES has joined the partnership to hire additional staff to provide for the enrollment increase. The expansion/growth for KCS D Scholars as well as the region will provide an increase in scholars graduating high school transition ready.

FISCAL/BUDGETARY IMPACT:

New Director of Districtwide Program Position approved at January 2022 School Board Meeting and \$12,285.00 Program Fee to NKCES..

RECOMMENDATION:

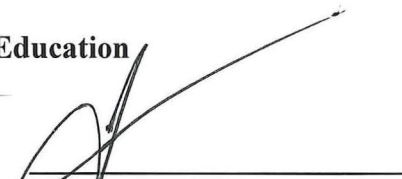
Approval to accept the MOU with Northern Kentucky University (NKU) and the Northern Kentucky Cooperative for Educational Services (NKCES) for the expansion of the KCS D NKU Early College Academy to a Regional Program.

CONTACT PERSON:

Francis O'Hara, Director of Districtwide Programs and Transition Education


Principal/Administrator


District Administrator


Superintendent

Use this form to submit your request to the Superintendent for items to be added to the Board Meeting Agenda.

Principal –complete, print, sign and send to your Director. Director –if approved, sign and put in the Superintendent's mailbox.

MEMORANDUM OF UNDERSTANDING
BETWEEN
NORTHERN KENTUCKY UNIVERSITY
AND
PARTICIPATING DISTRICTS OF THE NORTHERN KENTUCKY
COOPERATIVE FOR EDUCATIONAL SERVICES
FOR THE
NKU YOUNG SCHOLARS ACADEMY

NORTHERN KENTUCKY UNIVERSITY (herein referred to as "NKU"), a Kentucky institution of public higher education, and the NORTHERN KENTUCKY COOPERATIVE FOR EDUCATIONAL SERVICES (herein referred to as "NKCES"), a collective of 20 Northern Kentucky public school districts, enter the following Memorandum of Understanding ("MOU") for the creation of the regional expansion of the Young Scholars Academy (herein referred to as "YSA"). 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 regional model for YSA. Northern Kentucky University and NKCES 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 Academy. Research indicates that high school students enrolled in early colleges are significantly more likely to graduate from high school, enroll in college, and complete a four-year degree.

The Young Scholars Academy 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 expanded YSA will continue to be housed on NKU's Highland Heights campus.

1. TERM

The Initial Term of this MOU shall be August 1, 2022, through July 31, 2024. This term will be considered a 'pilot' for the regional expansion of the Young Scholars Academy. Upon mutual written agreement by the Parties made by December 31, 2023, this MOU may be extended for a three (3) year Renewal Term. The Renewal Term of this MOU shall be August 1, 2024, through July 31, 2027. 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. If a participating district chooses to opt out the Young Scholars Academy during the course of the Term, they will remain obligated for the entire length of the Initial Term. See Section 26: Termination of the MOU.

2. OVERSIGHT AND STAFFING

- a. Kenton County School District and NKU each currently provide one Director for the Young Scholars Academy. Beginning with expansion year one (2022-2023), KCSD's Director will oversee all participating districts.
- b. NKCES and NKU will each hire one additional staff member during the first year of YSA expansion (2022-2023). NKCES and NKU will each subsequently hire one additional staff member in the second year of expansion (2023-2024). Parties will each provide a representative to participate on the search committees to hire the additional staff members.
- c. All new hires of district-level YSA staff will be conducted by NKCES. In the event that KCSD's Director's position is vacated, NKCES will hire the replacement.
- d. The participating school districts of NKCES will contribute to the cost (salary and benefits) for all school district-level YSA staff members based on the cost per district indicated in Attachment A. The total cost to support NKCES/district staff members will be \$195,000 in expansion year one (2022-2023) and \$270,000 in expansion year two (2023-2024).
- e. Staff members of YSA will each be responsible to their individual employers while working collaboratively to ensure the success of the program. Staff members will meet regularly to discuss student issues/concerns and to share data. Staff members will regularly provide reports and updates to their employers and relevant stakeholders. If any additional committee is needed for oversight and programmatic decision-making, the formation of committees will be decided by NKCES and NKU administration.
- f. NKCES shall create an Advisory Board for decision making purposes which shall at all times be subject to review and control of the NKCES full Board of Directors.

3. PARENT INVOLVEMENT AND OUTREACH

- a. YSA staff members employed through the district/NKCES will take the lead on parent involvement and outreach efforts to ensure parents understand:
 - The Academy goals and expected outcomes 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 Academy students and that parents are expected to be involved in the Academy.
- b. The Parties agree that NKU representatives may be involved in recruitment and parent education events.
- c. Personnel, counselors, and administrators of participating school districts will be responsible for all communication with parents. These staff members will communicate to the parents of YSA students that any questions or concerns from parents should be directed to the Director and Early College Supervisor employed by the district/NKCES. NKU faculty and staff are not to be expected to communicate directly with parents.

4. LEARNING COMMUNITY

NKCES, in collaboration with NKU, will establish a learning community that blends high school and

NKU, instilling a learning culture among the participating students.

- a. YSA students are enrolled in dual credit courses receiving both high school and NKU credit.
- b. YSA 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 YSA students have unrestricted internet access on campus as afforded to other NKU students.

5. COHORT

- a. YSA plans to add a cohort appropriate for NKU's capacity and up to 300 students in grade 11 on a yearly basis, beginning in expansion year one (2022-2023). YSA will have a maximum enrollment of up to 600 students in grades 11-12 beginning in expansion year two (2023-2024).
- b. Any increase to these maximums must be mutually agreed upon by NKU and NKCES 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 11th grade. In addition, a district's unused enrollment slots from one application year may not be transferred to the following year.

6. RECRUITMENT

- a. NKCES staff and participating districts will recruit sophomores annually for the incoming junior class. The recruitment process may include:
 - i. The establishment of a recruitment website or link on NKU's website that will provide recruitment and admission information;
 - ii. A presentation of recruitment/admission materials that will be made to all potential qualifying scholars;
 - iii. Meetings with school counselors to discuss YSA and answer questions;
 - iv. Student/parent meetings with YSA staff members employed through NKCES to explain the opportunities and commitment required of YSA students, as well as possible consequences that a student may experience as a result of course withdrawals, failures, retaking courses or taking excess hours beyond their degree or YSA requirements.
- b. NKU and NKCES will collaborate on the development of a Student/Parent Consent form. YSA shall require each student and a parent sign the consent form defining the requirements and expectations of the Young Scholars Academy. NKCES staff will maintain all consent forms and provide an electronic copy of said forms to NKU.

7. APPLICATION

- a. Enrollment in the Academy is a competitive process that is open to all qualified students from participating districts. Each district should evaluate applicants to the YSA program based on the following non-negotiable criteria:
 - i. Applicants must have a cumulative unweighted high school GPA of 3.0 or higher
 - ii. Applicants must demonstrate college readiness in Math using one of the following benchmarks:
 - Math ACT Score 19 or higher
 - KYOTE College Readiness score 22 or higher
 - KYOTE College Algebra score 14 or higher
- b. Districts should also evaluate applicants based on the following criteria, with the relative weight of each category to be determined by the district:
 - i. Attendance (95% attendance rate or higher during first two years of high school)
 - ii. Behavior (Few to no behavioral infractions on student's record)
 - iii. Extracurricular/Co-Curricular Activities (Participation in one or more extracurricular activities per year)
 - iv. First-Generation Status (Student will be the first in their family to attend college/receive a college degree).
- c. Applications will be scored by committees at each individual district. If there is more than one high school in the district, application should first be review at the school level and any district-level decisions should include representatives from each high school in the participating district. Committees will also include one current YSA staff member. Final admissions decisions may be at the discretion of YSA staff members.
- d. The application process will follow the timeline set forth in Attachment B. For admission to the first regional cohort (2022-2023), students must submit their applications by January 24th 2022. The last day for students to be admitted and enrolled at NKU for the 2022-2023 cohort is April 1st, 2022. Any changes to this timeline must be mutually agreed on by both NKU and the NKCES districts.

8. CURRICULUM

YSA 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. Students taking courses for dual credit must be enrolled in courses coded as "Dual Credit."

9. ACADEMY CALENDAR

- a. YSA students will follow the NKU academic schedule.
- b. NKU may be in session on days when NKCES districts 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. YSA staff members will be present on NKU's campus whenever class is in session, even if NKCES districts

are closed.

- c. All YSA students are required to participate in required state, national assessments. NKU agrees to make accommodations in course scheduling, including final exams, and attendance so that YSA students are not penalized in their NKU credit courses for their participation in the required state and national assessments. NKCES districts agree to provide advanced notice of required testing dates so that scheduling accommodations can be provided.
- d. Any assessments outside of required state and national tests, such as district-level progress monitoring exams or state/national exam practice, will be administered by students' home high schools during times which do not conflict with the YSA and NKU schedule (i.e., during days when NKU is not in session or after school hours).

10. ACADEMIC POLICIES

- a. The academic policies of NKU shall apply to all students enrolled in YSA as applicable.
- b. YSA 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.
- c. YSA 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 YSA staff to withdraw from NKU course in order to avoid future problems related to admissions, financial aid, and scholarships.
- d. YSA staff members are responsible for advising YSA 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 YSA's Academic Probation. Notification of probationary status is communicated electronically through students' NKU email addresses. Academic Probation status is cleared when students earn at least a 2.5 GPA in the subsequent term and/or meet the terms of their Academic Improvement plan, as outline with YSA staff. Students who fail to meet the terms of their Academic Improvement plan will be removed from the Young Scholars Academy, at the discretion of YSA staff. Removal from YSA may occur at midterm or at the end of the semester, as necessary.

YSA will be responsible for ensuring students meet Kentucky state graduation requirements. Students should meet any additional requirements mandated by their individual schools that go beyond the state requirements prior to their participation in YSA.

11. DISABILITY SUPPORT SERVICES

Services from NKU's Office of Student Accessibility are provided to NKU students attending classes on NKU's campus 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 additional

disability services YSA student requires shall be the responsibility of the school district.

12. STUDENT ATTENDANCE POLICIES

NKU does not monitor or maintain student attendance records. YSA staff members will be responsible for monitoring and maintaining student attendance documentation as required by NKCES. Attendance will be recorded in Infinite Campus using a performance-based attendance system, as determined by the YSA staff members employed by NKCES. YSA students are required to maintain regular and punctual attendance in class and laboratories to meet the required number of contact hours per semester and as outlined in the Parent Contract. Frequent attendance issues may result in disciplinary action or potential removal from YSA.

13. STUDENT SAFETY

- a. When on the NKU campus, YSA 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 YSA students acknowledge and give consent for their students to follow NKU's Code of Student Rights and Responsibilities when they sign the Parent Contract upon applying to YSA.

14. STUDENT CONDUCT

- a. YSA students are required to adhere to district and NKU policies, procedures, and regulations of both the NKU code of student conduct and code of conduct of their home district.
- b. Behavioral infractions or student misconduct on a student's high school campus or at a high school event may result in removal from YSA.
- c. All disciplinary action, including suspension and dismissal from YSA, shall be in conformity with the Codes of student conduct of the parties.
- d. All YSA 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.
- e. For additional information on NKU student conduct policies, please refer to <https://inside.nku.edu/scra/information/students/rights-responsibilities.html>.
- f. In the event of a conflict between the policies of NKCES districts and NKU, the Parties will collaborate to resolve any conflict. NKCES and NKU will inform each other of complaints against a YSA student.
- g. 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.
- h. Students who are in violation of policies and codes of conduct will, where appropriate, return to their home high school and will not be allowed to return to YSA on NKU's campus.
- i. 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 the

NKU campus.

- j. 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.
- k. YSA students may be sanctioned the same as other NKU students and may be subject to exclusion from the NKU campus and NKU properties.

15. STUDENT SUPPORT SERVICES

- a. YSA staff members will identify and assist those students who may not be performing satisfactorily to succeed. YSA staff members 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 their districts and at NKU. To promote academic success, the Parties will provide academic support services as may be needed.
- c. YSA students will have access to non-academic counseling services at their home high school and through NKU's Office of Student Health and Wellness, as necessary, appropriate, and feasible.

16. EXTRACURRICULAR ACTIVITIES AND STUDENT ENGAGEMENT ACTIVITIES

- a. NKCES encourages YSA students to participate in high school activities as long as participation does not interfere with academic requirements of YSA.
- b. YSA 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 YSA and if eligible, per requirements of individual clubs and departments.
- c. YSA students may be prohibited from participating in certain NKU programing at the discretion of NKU. Prohibited programing includes, but is not limited to, participating in Greek life, Student Government Association, and all international and study abroad programing.
- d. YSA students are not eligible to be employed as student workers through a Work Study agreement or program.
- e. YSA students may be assigned to off-site academic course assignments which would require the YSA student to travel to satisfy course objectives that could include, without limitation, museum visits or job-site internships.
- f. Academy 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.
- g. Transportation of Academy students by NKU, its employees, or non-Academy students is prohibited.

17. STUDENT RECORDS

- a. In accordance with Applicable Law, NKCES will maintain student records pertaining to YSA 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 Academy 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 Academy 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 YSA, 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

Each individual district is responsible for coordinating appropriate breakfast and lunch options for their YSA students, as coordinated by each district's food service manager, district YSA staff, and NKU's auxiliary services. Rates for meals coordinated by districts and auxiliary services are not to exceed the current rates of the National School Lunch Program. YSA students may also purchase food from NKU food service facilities when on NKU's campus.

20. TRANSCRIPTION OF NKU CREDIT

College credit for each YSA student appears on their 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 NKCES and the students' home district. NKU's grading policy will apply to dual credit courses and will be used by the district and school awarding credit.

21. MARKETING AND CO-BRANDING

- a. Partnership Recognition. Marketing materials should acknowledge the partnership between NKU and NKCES. Participating districts will utilize the official logo developed by NKU for all YSA publications. Official logo will be provided at a later date, but before the start of the Fall 2022 semester.
- b. Brand Standards. The parties agree to abide by any brand standards and approval process defined by each party.
- c. Media and Press. NKU and NKCES 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 preview its own releases with the other party prior to release to the press.

- d. 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 Young Scholars Academy 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.

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 Title IX, the Northern Kentucky Cooperative for Educational Services does not discriminate on the basis of sex regarding admission to the NKCES or in the educational programs or activities operated by the NKCES. Inquiries regarding Title IX Sexual Harassment may be referred to the NKCES Title IX Coordinator (TIXC), the Assistant Secretary for Civil Rights, or both. The Northern Kentucky Cooperative for Educational Services is an Equal Opportunity Employer. NKCES does not discriminate on the basis of race, color, religion, sex, genetic information, national or ethnic origin, political affiliation, age, disabling condition, or limitations related to pregnancy, childbirth, or related medical conditions or veteran status, as required by law. Reasonable accommodation for individuals with disabilities or limitations related to pregnancy, childbirth, or related medical conditions will be provided as required by law.

If considerations of sex, age or disability have a bona fide relationship to the unique requirements of a particular job or if there are federal or state legal requirements that apply, then sex, age or disability may be taken into account as a bona fide occupational qualification, provided such consideration is consistent with governing law. If there are questions concerning NKCES compliance with state and federal equal opportunity employment laws, contact the Executive Director at the NKCES office.

23. ACADEMY EVALUATION

NKCES and NKU will develop a plan for the evaluation of YSA to be completed each year. The evaluation will include, but is not limited to, annual reports made to the NKCES Board of Directors and to the boards of education for each participating district. NKCES commits to collecting longitudinal data, if specified by NKU, and making data and performance outcomes available to NKU upon request. NKCES will provide parent contact and demographic information to NKU upon request for targeted marketing of degree completion or workforce development information to parents YSA students. NKCES agrees to obtain valid FERPA releases drafted to support the supply

of such data if deemed required by counsel of either NKCES participating districts or NKU. NKU may conduct regular and ongoing evaluations of YSA effectiveness and use the results for continuous improvement.

24. FISCAL MATTERS

- a. NKCES will procure and maintain the insurance requirements set forth in Attachment C for the duration of the MOU.
- b. The cost per district has been determined based on each district's student enrollment slots. The total cost to be paid by all NKCES districts is \$195,000 for expansion year one (2022-2023) and \$270,000 for expansion year two (2023-2024). See Attachment A for the breakdown of cost per district.
- c. NKU will issue all YSA students an 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.
- d. Transportation will be provided by each participating district.
- e. Breakfast and lunch options for student purchase will be provided by participating districts per applicable state guidelines in accordance with NKU's food service requirements and at the discretion of individual districts. These lunch options will be coordinated through NKU's auxiliary services.
- f. NKCES/the districts' failure to meet their payment responsibilities as fiscal agent 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. Any other expenses, if they may arise, are the responsibility of the student. A student's eligibility for tuition waivers such as those awarded by state or federal agencies is at the discretion of NKU's Office of Financial Assistance and Office of Student Account Services.
- e. Each district may choose to cover as many expenses for their students as they deem feasible and necessary.

26. TERMINATION OF THE MOU

Any 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 addition, individual participating districts, NKCES, or NKU may opt out of participation in YSA and must inform all parties of their decision no later than the last day in December. In the event of termination, the representatives from NKCES, NKU, and the district(s) terminating their participation will prepare an agreeable plan of dissolution in accordance with all Applicable Laws and approved by the respective Board of each Party. Any participating party terminating their agreement to the MOU remain obligated for the entirety of the initial two-year term (2022-2024). After 2024, NKCES remains obligated for one year from the time of the letter of termination. In

the event of termination and notwithstanding the foregoing, NKU and participating districts will continue operation through the scheduled high school graduation of then currently participating students.

27. ENTIRE AGREEMENT

This MOU supersedes all prior agreements, written or oral, between NKU and NKCES 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 NKCES 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 NKCES waives 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. 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.

32. NON-APPROPRIATION

The Parties hereto acknowledge that NKU and NKCES 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 NKCES is not appropriated or provided for in the budget for its next fiscal year, NKU and NKCES may immediately terminate this MOU without penalty and its duties hereunder shall cease to exist. However, prior to the exercise of any rights granted under this paragraph, and as a condition precedent thereto, the parties agree to make their best efforts to terminate this MOU pursuant to the terms of paragraph 26 hereof to allow for continued operation through the scheduled high school graduation of then currently participating students.

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 NKCES 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 YSA 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").

Both NKU and NKCES/participating districts have designated a Title IX Coordinator to coordinate the investigation and resolution of complaints under Title IX. All civil rights complaints should be reported or routed to the NKCES Title IX Coordinator for handling and processing. At all times, the NKCES Title IX Coordinator and NKU 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.

The Parties agree to operate YSA in compliance with applicable NKU and NKCES/participating district board policies and procedures and policies and procedures that may be agreed upon by the Parties and approved for YSA.

IN WITNESS WHEREOF, this Agreement has been duly executed and delivered by the duly authorized representatives of the Parties herein as of the date documented below:

NORTHERN KENTUCKY UNIVERSITY

By: Ashish K. Vaidya

Name: Ashish K. Vaidya

Title: President

Date: 2/21/2022

KENTON COUNTY SCHOOL DISTRICT

By: _____

Name: _____

Title: _____

Date: _____

CAMPBELL COUNTY SCHOOL DISTRICT

By: _____

Name: _____

Title: _____

Date: _____

COVINGTON INDEPENDENT SCHOOL DISTRICT

By: _____

Name: _____

Title: _____

Date: _____

PENDLETON COUNTY SCHOOL DISTRICT

By: _____

Name: _____

Title: _____

Date: _____

ERLANGER-ELSEMERE SCHOOL DISTRICT

By: _____

Name: _____

Title: _____

Date: _____

WALTON-VERONA INDEPENDENT SCHOOL DISTRICT

By: _____

Name: _____

Title: _____

Date: _____

LUDLOW INDEPENDENT SCHOOL DISTRICT

By: _____

Name: _____

Title: _____

Date: _____

NEWPORT INDEPENDENT SCHOOL DISTRICT

By: _____

Name: _____

Title: _____

Date: _____

BELLEVUE INDEPENDENT SCHOOL DISTRICT

By: _____

Name: _____

Title: _____

Date: _____

BRACKEN COUNTY SCHOOL DISTRICT

By: _____

Name: _____

Title: _____

Date: _____

DAYTON INDEPENDENT SCHOOL DISTRICT

By: _____

Name: _____

Title: _____

Date: _____

**NORTHERN KENTUCKY COOPERATIVE FOR
EDUCATIONAL SERVICES**

By: Amy M. Rayer

Name: AMY M. RAZOR

Title: EXECUTIVE DIRECTOR

Date: 2.25.2022

ATTACHMENT A

Cost Breakdown Per District for YSA Regional Expansion

Tier One

These districts make up a total of 63% of the regional enrollment. They enroll more than 4,000 students each.

	# of High Schools	22-23 Slots	22-23 Fees	23-24 Slots	23-24 Fees
Kenton	3	270 slots	\$122,850	378 slots	\$170,000
Total	3	270 slots	\$122,850	378 slots	\$170,000

Changes from initial estimate:

- Kenton is presently the only school in this category, so they have been assigned all possible slots and will pay the full costs.
- Any unused slots will be assigned to schools in subsequent tiers, in order.

Tier Two

This district makes up 9% of the regional enrollment. They enroll between 1,514 students.

	# of High Schools	22-23 Slots	22-23 Fees	23-24 Slots	23-24 Fees
Campbell	1	27	\$17,550	54	\$24,300
Total	1	27	\$17,550	54	\$24,300

Changes from initial estimate:

- Campbell is the only school in the category, so they would automatically get any unused slots from Tier 1 at no additional cost.
- Campbell gets 9 additional slots. Campbell pays \$5,775 more than the initial estimate in 22-23.

Tier Three

These districts make up a total of 16% of the regional enrollment. They enroll 500-999 students each.

	# of High Schools	22-23 Slots	22-23 Fees	23-24 Slots	23-24 Fees
Covington Independent	1	12	\$7,800	24	\$10,800
Pendleton	1	12	\$7,800	24	\$10,800
Erlanger-Elsmere	1	12	\$7,800	24	\$10,800
Walton-Verona Independent	1	12	\$7,800	24	\$10,800
Total	4	48	\$31,200	96	\$43,200

Changes from initial estimate:

- Each district gets one additional slot. Each district pays \$772 more than the initial estimate in 22-23.

Tier Four

These districts make up 12% of the regional enrollment. They enroll 1-499 students each.

	# of High Schools	22-23 Slots	22-23 Fees	23-24 Slots	23-24 Fees
Ludlow Independent	1	7	\$4,680	14	\$6,480
Newport Independent	1	7	\$4,680	14	\$6,480
Bellevue	1	7	\$4,680	14	\$6,480
Bracken	1	7	\$4,680	14	\$6,480
Dayton Independent	1	7	\$4,680	14	\$6,480
	5	36	\$23,400	72	\$32,400

Changes from initial estimate:

- Each district gets one additional slot. Each district pays \$937 more than the initial estimate in 22-23.

Totals

# of Districts	# of High Schools	22-23 Slots	22-23 Fees	23-24 Slots	23-24 Fees
11	13	380	\$195,000	600	\$270,000

ATTACHMENT B

YSA Application and Admission Timeline – 2022-2023

Action	Start Date	End Date
All scholars notified		April 15, 2022
Final Admission Deadline		April 1, 2022
Tier Shift 4: Unused slots to to category above (3 to 4)	March 21, 2022	April 1, 2022
Tier Shift 3: Unused slots go to category above (2 to 3, 3 to 4)	March 7, 2022	March 18, 2022
Tier Shift 2: Unused slots go to category above (1 to 2, 2 to 3, 3 to 4)	February 21, 2022	March 4, 2022
Tier Shift 1: Unused slots go to other districts in same tier (2 to 2, 3 to 3, 4 to 4)	February 7, 2022	February 18, 2022
Districts Process Applications	January 24, 2022	February 4, 2022
Application Deadline		January 24, 2022

ATTACHEMENT C

Insurance Requirements for Young Scholars Academy

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

- a. Shall be endorsed on a primary basis, non-contributory with any other insurance coverages and/or self-insurance carried by Northern Kentucky University.
- b. Shall be written on an occurrence basis (professional and pollution liability can be on a claims-made basis). Exceptions should be noted to University.
- c. 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.