

FLOYD COUNTY BOARD OF EDUCATION  
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Linda C. Gearheart, Board Chair - District 1  
William Newsome, Jr., Vice-Chair - District 3  
Dr. Chandra Varia, Member - District 2  
Keith Smallwood, Member - District 4  
Steve Slone, Member - District 5

Date: May 15, 2023

**Consent Agenda Item (Action Item):** Approve the Memorandum of Agreement between Floyd County Board of Education and KDE Office of Career and Technology Education for the operation of the ATC.

**Applicable State or Regulations:** BOE Policy 01.11 General Powers and Duties of the Board

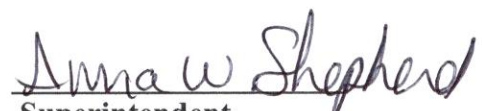
**Budget/Financial Issues:** None

**History/Background:** Floyd County School District currently partners with the Floyd County Area Technology Center to offer six career pathways. KDE Office of Career and Technology Education and Floyd County Board wish to enter into this MOA to stipulate the terms and conditions under which KDE Office of Career and Technology Education will provide the management, control, operation, resources, and equipment for the ATC program and Floyd County Board of Education will provide the facility for the ATC program as outlined in this MOA.

**Recommended Action:** To approve the Memorandum of Agreement with KDE Office of Career and Technical Education and Floyd County Board of Education.

**Contact Person(s):** S. Denise Isaac, Chief High School Instructional Officer

  
Chief High School Instructional Officer

  
Superintendent

**MEMORANDUM OF AGREEMENT  
BETWEEN  
KENTUCKY DEPARTMENT OF EDUCATION,  
OFFICE OF CAREER AND TECHNICAL EDUCATION  
AND  
FLOYD COUNTY BOARD OF EDUCATION**

This Memorandum of Agreement, (hereinafter referred to as "MOA") is made and entered into this 1<sup>st</sup> day of July, 2023, by and between the Kentucky Department of Education, Office of Career and Technical Education, (hereinafter referred to as "KDE") and Floyd County Board of Education, (hereinafter referred to as "Board").

**WITNESSETH:**

**WHEREAS**, KDE is an agency of the Commonwealth of Kentucky and pursuant to KRS §156.802, is charged with the management, control, and operation of the Commonwealth's state-operated secondary area vocational education and technology centers, (hereinafter referred to as "ATC").

**WHEREAS**, Board owns a facility available to be utilized by KDE for the operation of an ATC.

**WHEREAS**, KDE and Board wish to enter into this MOA to stipulate the terms and conditions under which KDE will provide the management, control, operation, resources and equipment for the ATC program and Board will provide the facility for the ATC program as set forth in this MOA.

**NOW, THEREFORE**, in consideration of the mutual promises set forth herein and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree to the following:

1. The "Facility" as referenced throughout this MOA is hereby defined as:

Floyd County ATC 1024 KY Rt. 122 Martin, KY 41649
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2. Board hereby grants to KDE the full use of the Facility pursuant to the terms and conditions of this MOA, for a period of five (5) school years, beginning July 1, 2023, and ending June 30, 2028.
3. Board agrees that any student enrolled in classes or otherwise obtaining services through the ATC program, pursuant to policies adopted by the Kentucky Board of Education or KDE, shall not be required to pay any tuition or fees to Board for said ATC enrollment or services, per KRS §156.856, regardless of the school or district where the student is enrolled.
4. Board and KDE agree that the Facility shall be used by KDE for the purpose of KDE operating and managing an ATC program pursuant to applicable Kentucky statutes, regulations, and policies adopted by the Kentucky Board of Education or KDE. Such use of the Facility by KDE may include

operation of programs or activities during or beyond the regular school day or school calendar that relate to the furtherance of career and technical education. As such, Board shall grant access to the Facility to KDE's authorized agents, employees, contractors, students, and visitors pursuant to applicable policies adopted by the Kentucky Board of Education or KDE. District shall make access to the Facility available to KDE twenty-four (24) hours per day, seven (7) days per week.

5. Board shall serve as KDE's agent for the administration of email accounts for KDE staff assigned to the Facility. Board hereby grants to KDE, during the term of this MOA, full and unfettered access through its authorized representative, the email accounts of KDE staff assigned to the Facility. Board agrees that pursuant to KRS §61.870 to §61.884, which establish a right of access to public records, KDE is the official custodian of email accounts (and records contained therein) for KDE staff assigned to the Facility. As such, Board will timely and fully cooperate with KDE in order to fulfill any request for public records pursuant to KRS §61.870 to §61.884, any lawfully issued subpoena, or other request for records contained within, or believed to be contained within, the email accounts for KDE staff assigned to the Facility.
6. Board agrees that during the term of this MOA, it will not enter into any agreement with any third party, either written or verbal, or take any action that diminishes or otherwise inhibits KDE's use of the Facility as set forth in this MOA. Board agrees that the Facility shall not be made available by Board to any other entity or program without the prior written consent of KDE. In the event such consent is granted by KDE, Board agrees that KDE shall have the right to maintain supervision of KDE's equipment by an authorized representative.
7. In consideration for KDE's use of the Facility, KDE shall provide facility funding payments to Board through this MOA. Funds appropriated to serve all of Kentucky's ATCs are allocated annually on the basis of the number of full-time equivalent (FTE) three (3) hour students enrolled as of October 1. The amount calculated per FTE shall be determined by dividing total available funds by the total number of secondary students served in the Kentucky Tech system statewide. As a stipulation of this MOA, the Board, as owner of the Facility, shall receive twenty (20) percent of the funds generated by FTE enrolled at the Facility, as determined on October 1 annually, to be used as retirement of debt service and building maintenance.
8. District shall be responsible for the maintenance of any property, casualty, liability, or other insurance required or determined necessary by Board for the Facility and any Board property located on or within the Facility. KDE shall be responsible for the maintenance of any property or casualty insurance required or determined necessary by KDE for KDE's property, including ATC program equipment, located on or within the Facility.
9. The parties understand the importance of maintaining continuity of educational programs and services in the same facility for a full school year. To that end, the parties hereby agree that this MOA may be terminated without cause by either party upon written notice and pursuant to the following notice schedule: (A) Written notice of termination received between July 1 and December 31 shall become effective to terminate this MOA on July 1 following the date written notice is received; and (B) Written notice of termination received between January 1 and June 30 shall become effective to terminate this MOA one year after July 1 following the date written notice is received.

10. The terms and conditions of this MOA may be extended or amended at any time by mutual agreement, commemorated in writing and signed by both parties.
11. If any part, term or provision of this MOA is held illegal or in conflict with any federal law or law of the Commonwealth of Kentucky, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if the MOA did not contain the particular part, term, or provision held to be invalid, if the remainder of the MOA is capable of performance.
12. The laws of the Commonwealth of Kentucky shall govern all questions as to the execution, validity, interpretation, construction, and performance of this agreement or any of its terms. Any suit, action or other proceeding regarding the execution, validity, interpretation, construction, or performance of this agreement shall be filed in the Franklin Circuit Court of the Commonwealth of Kentucky.

This MOA is subject to the terms and conditions stated herein. By affixing signatures below, the parties verify that they are authorized to enter into this agreement and that they accept and consent to be bound by the terms and conditions stated herein. In addition, the parties agree that (i) electronic signatures, and (ii) this agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all counterparts together shall constitute a single agreement.

Executed by signature and so authorized by the respective governing bodies of the parties to this Memorandum of Agreement:

KENTUCKY DEPARTMENT OF EDUCATION

*Beth Hargis*

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 Associate Commissioner  
 Office of Career and Technical Education  
 Kentucky Department of Education

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 Date

BOARD OF EDUCATION

\_\_\_\_\_  
 Authorized by (print name)

\_\_\_\_\_  
 Signature

\_\_\_\_\_  
 Authorizer Title

\_\_\_\_\_  
 Date