

MEMORANDUM OF AGREEMENT

RENEWAL

Whereas the Bluegrass Community and Technical College (BCTC) and the Board of Education of Fayette County, Kentucky (Fayette County Public Schools or FCPS), collectively known as the Parties, have worked to further the educational pursuits of the students within the FCPS service area under a Memorandum of Agreement dated July 1, 2021;

Whereas BCTC and FCPS have engaged in an ongoing partnership known as Opportunity Middle College (OMC) for educational programming and facility use under the following term:

TERM

The initial term of this Agreement shall commence on July 1, 2021 and continue until June 30, 2022. Upon written, mutual agreement, both Parties may renew the Agreement for seven (7) terms, running in alignment with the fiscal year, a term that extends from July 1 to June 30. Each fiscal year renewal shall be subject to the conditions in this Agreement applicable to termination with or without cause. No renewal shall extend this Agreement for increments longer than one year. Annual, fiscal renewals shall be subject to BCTC's occupation of the space.

Whereas the Parties seek to mutually agree in writing to renew this agreement for the fifth (5) of seven (7) terms as outlined in the original agreement.

Signatures

Board of Education of Fayette
County Kentucky:

Bluegrass Community and Technical
College:


Dr. Bill Bradford, Acting
Superintendent

Date

Dr. Gregory Feeney
President/CEO

Date


Dr. James McMillin
Chief of High Schools

Date

Dr. Laura Hunt,
Provost

Date

W.T. 8/25/26

9/1/26

MEMORANDUM OF AGREEMENT

between

KENTUCKY COMMUNITY AND TECHNICAL COLLEGE SYSTEM (KCTCS)

by and for the benefit of

BLUEGRASS COMMUNITY AND TECHNICAL COLLEGE (BCTC)

and

BOARD OF EDUCATION OF FAYETTE COUNTY, KENTUCKY

for

EDUCATIONAL PROGRAMMING AND FACILITY USE

Whereas the Bluegrass Community and Technical College (BCTC) and the Board of Education of Fayette County, Kentucky (Fayette County Public Schools or FCPS), collectively known as the Parties, seek to further the educational pursuits of the students within the FCPS service area;

Whereas BCTC and FCPS have engaged in an ongoing partnership known as Opportunity Middle College (OMC), have partnered in providing dual credit courses for students, and have created mutually beneficial programs not herein delineated but which both Parties acknowledge to be advantageous to students, the Parties, and the Commonwealth of Kentucky; and

Whereas the Parties agree that continuation and expansion of their joint efforts and mutually agreeable partnership is in the best interests of the Commonwealth and its residents and citizens,

Both Parties hereby enter into this Memorandum of Agreement (MOA or Agreement) to set forth and accordingly bind BCTC and FCPS to the terms and conditions by which each Party shall agree to meet.

PURPOSE

The purpose of this Agreement is to establish mutually binding guidelines under which each organization will work to further agreed upon educational programming. Moreover, this agreement establishes the type, manner, and conditions of facility use at the BCTC Newtown Pike Campus, a building fully within the use of BCTC and the Kentucky Community and Technical College System (KCTCS). Specifically, the purpose of this Agreement is to express and promote the Parties' desire to:

BCTC courses. (Exhibit B)

****These scores are subject to change upon annual Mandatory Placement Plan review.**

To enroll in more than two courses per semester, students must have completed at least two BCTC courses with a B average or above.

15. Grades: For BCTC courses, faculty will assign grades at the end of each semester. College credit will be granted for grades as assigned by the instructor in the course, and that grade will appear on the student's BCTC transcript. BCTC follows all FERPA policies as set by BCTC/KCTCS and will release student educational records, including course and grade information to FCPS faculty and or staff only if the student and/or parent or guardian have completed the appropriate "Permission to Disclose Course/Grade Information" form.

16. Extracurricular Activities: All students retain the right to participate in any extracurricular activity available at the high school in their home district.

17. Academic Plan: The FCPS' teachers, guidance counselors, and principal in cooperation with the appropriate BCTC representative will develop an academic plan for each individual student.

18. Severability and Entirety of Agreement: The breach, disagreement concerning, and/or illegality of any single provision of the agreement shall not nullify the entire agreement. This MOA represents the entire understanding and agreement between the parties and supersedes any and all prior agreements, whether written or oral, that may exist between them regarding the subject matter of same. No term, condition, understanding or agreement purporting to modify, vary or supplement any provision of this MOA shall be effective unless in writing and signed by duly authorized representative of both parties.

19. Choice of Law and Venue: Both parties hereby agree that the Kentucky Community and Technical College System (KCTCS), as a public agency, enjoys qualified sovereign immunity. Any litigation arising from the alleged breach of this contract and/or interpretation of the terms of this agreement shall be brought in Franklin Circuit Court. Any negligence claims against KCTCS shall be brought before the Kentucky Claims Commission pursuant to KRS 49.040 et seq. Furthermore, all terms and conditions in this agreement to the contrary notwithstanding, the parties understand and agree that state and federal laws governing KCTCS as a public agency shall prevail.

20. Restriction on Assignment: The Parties agree that neither shall have the right or privilege to assign or otherwise grant interest in any part of this Agreement to any other party. If either Party wishes to assign the rights to this Agreement, the Agreement shall be considered null and void and shall be renegotiated with and between the new Parties.

21. Notice: For any and all notifications relevant to this Agreement, each party shall designate the individuals signing this agreement as the appropriate official to receive notification. The manner of notification is negotiable and may be mutually agreed upon dependent upon the purpose of the notification. However, in all cases of potential legal action or claims related to this Agreement, Notification and/or Service shall be in the appropriate written form and shall be delivered by certified mail to the individuals below as well as to their legal counsel:

(1) expand and enhance educational opportunities for public school students who have been historically under-served and underrepresented in colleges through the Opportunity Middle College (OMC) program.

To further this purpose, the Parties will collaborate on space utilization to provide FCPS students, both OMC and dual credit pupils, access to a college campus and will partner with each other to provide a rigorous academic curriculum that supports college eligibility and readiness. Both Parties agree that all actions pursuant to this Agreement are, and will be, taken for the mutual benefit of the Parties and the students enrolled in the program in this Section.

TERM

The initial term of this Agreement shall commence on July 1, 2021 and continue until June 30, 2022. Upon written, mutual agreement, both Parties may renew the Agreement for seven (7) terms, running in alignment with the fiscal year, a term that extends from July 1 to June 30. Each fiscal year renewal shall be subject to the conditions in this Agreement applicable to termination with or without cause. No renewal shall extend this Agreement for increments longer than one year.

Annual, fiscal renewals shall be subject to BCTC's occupation of the space.

TERMINATION

This Agreement may be terminated with or without cause as follows:

For Cause: Notification of Termination for Cause shall be given in writing within thirty days of termination by either Party. The notice shall include the reasons for termination and shall provide the other Party an opportunity to cure said cause. After receipt of the receiving Party's plan to cure the reasons for cancellation, if the notifying Party still seeks to terminate this Agreement, both Parties shall work together to finalize all steps for termination within one hundred and twenty (120) days of the final decision.

Without Cause: Either Party may terminate without cause 120 days prior to the end of the fiscal year, a term that runs from July 1 to June 30. Notification shall be in writing, and each Party shall cooperate to finalize all steps for termination in a timely manner.

AGREEMENT TERMS AND CONDITIONS

1. Programs Covered in this Agreement: FCPS and BCTC agree to partner in the Opportunity Middle College (OMC) as described below.

Opportunity Middle College

FCPS and BCTC will partner on Opportunity Middle College (OMC), a "middle college/early college high school" model designed to offer at-risk students who have traditionally been the least well served by public education an opportunity to couple high school with college courses in a non-traditional high school setting.

2. Governance of Programs:

OMC: The governance of OMC will consist of a Council composed of the OMC Principal, one OMC faculty member, the Chief of High Schools at FCPS, the Dean of Academic Support at BCTC, one BCTC faculty member and one BCTC staff member. The Governance Council of OMC will use Kentucky Revised Statute 160.345 as its guiding model to outline the roles and responsibilities of governance. This council will have the authority to set policy consistent with district policy, both secondary and postsecondary, as related to OMC. The principal shall be the primary administrator and the instructional leader of the school and, with the assistance of the total staff, shall administer the policies established by the Governance Council and the respective institutions.

3. Location for Programs: The Program will locate primarily on the Newtown Pike Campus of BCTC. All OMC students shall be housed in that location.

4. Space and Space Usage Terms: Sections below shall apply to and govern the conditions of space and space usage for FCPS and BCTC/KCTCS in the conduct of OMC.

- a. **Premises:** BCTC and FCPS agree that the space used for the Program (Premises) shall be defined and described as the Lower Level of the Newtown Classroom Building, North Quadrant. The lower level area allotted for this program consists of 3,725 square feet as shown on Exhibit A attached hereto. Premises shall also include use of remaining common areas of the Classroom Building such as elevators, stairwells, hallways, restrooms and entrances, and bus drop off area next to the north entrance stair.
- b. **Monthly Program Fee:** To ensure coverage of overhead and operational costs, FCPS shall pay a monthly program fee (Fee). The fee shall be a total monthly cost and shall be in the total amount of four thousand, one hundred seventy dollars and no cents (\$4,170.00). The program fee shall be paid monthly for a period of twelve (12) months.
- c. **Payment of Monthly Program Fee:** FCPS shall pay the Fee on or prior to the first day of every month. FCPS shall make the Fee payable to BCTC, ATTN: Bursar at 500 Newtown Pike, Lexington, Kentucky 40508.
- d. **Proration:** In the event of termination or renewal of this Agreement, the Fee shall be prorated on a per diem basis if the Program ends or begins on any day that is not the first or the last day of the month.

- e. **Common Space:** The Fee includes use of the common areas as part of Premises. The Fee also includes maintenance of common areas and grounds.
- f. **Maintenance and Custodial Service:** The Monthly Program Fee shall include maintenance and custodial services as described in this subparagraph. BCTC will provide custodial services and equipment for the Premises, including but not limited to carpet vacuuming and cleaning, sanitization of restrooms and surfaces and mopping, stripping and waxing of tiled flooring.

FCPS will provide all consumable supplies including but not limited to paper towels, toilet paper, hand soap and sanitizer for the exclusively used space. BCTC will provide these consumable supplies for all shared spaces.

- g. **Utilities:** The Fee includes all utilities serving the Classroom Building.

- h. **Internet and Electronic Resources:**

- i. All internet connectivity resources shall be the responsibility of BCTC with the following as desired service and usage guidelines:
 - a. BCTC will be responsible for providing and maintaining all connectivity to the exclusively agreed upon space, including but not limited to: WAN connectivity, local networking, voice service, emergency response service, printing and wireless networking.
 - b. BCTC will provide KCTCS affiliate accounts to FCPS employees for use with college IT resources. FCPS agrees to follow all KCTCS policies governing responsible technology usage (KCTCS Administrative Policy 4.2.5). FCPS will notify the college if an account holder separates from OMC.
 - c. BCTC will be responsible for computer, audio visual and telephony services within the office spaces identified for FCPS principal/administrative use.
 - d. FCPS will provide any and all necessary support, maintenance and training for all FCPS IT equipment and software.
 - e. FCPS will consult with the college prior to installation of any additional technology equipment that will be connected to the BCTC network.
 - f. Both parties acknowledge and understand that the guidelines set forth above (4.h.i.a-e) are the desired outcomes for IT use and infrastructure, but both parties also agree that each will work with the other to reach the desired outcomes for IT connection and use in the space defined as Premises.

- i. **Alterations and Improvements:** With express consent of BCTC and only in furtherance

of the Program, FCPS may install partitions, shelving, display cases and any other equipment or fixtures necessary to conduct the educational purpose of the Program. FCPS is prohibited from making such alterations and improvements if doing so would injure or substantially damage the Classroom Building. All rights of possession and ownership of any alterations and improvements, including but not limited to the kind listed in this paragraph, shall remain solely with FCPS. Upon expiration or termination of the Program, BCTC shall provide reasonable time for FCPS to remove all alterations and improvements, including fixtures and equipment, at FCPS's expense.

- j. **Space "As Is":** BCTC is not obligated to make any improvements to the programmatic space, and FCPS understands and agrees it is accepting the space "as is". FCPS shall make alterations and improvements only in accordance with subparagraph i of this Section. Any work performed by FCPS pursuant to this section shall be done in a good and workman like manner in accordance with all applicable laws.
- k. **Damage and Repair:** FCPS shall use the Premises in a careful and proper manner at all times. If damage occurs, FCPS shall repair any and all damage at its expense. Upon removal of fixtures or equipment, FCPS shall also repair any damage done to the Building. As referenced above, if alterations or improvements to the Building cannot be accomplished without injury or substantial damage to the Building, FCPS will not be permitted to make such alterations or improvements. Other than normal wear and tear caused by the conduct of the Program agreed upon through this MOA, FCPS shall be liable for repair of any damage caused by it or its agents, employees, invitees or licensees. BCTC finance and operations personnel will facilitate all building repairs and maintenance.
- l. **Insurance:** FCPS and BCTC will each provide its own general liability insurance limits of \$1 million per occurrence/\$3 million aggregate to cover its activities and those of its agents, employees, invitees and licensees upon or within the Premises and contents coverage to cover FCPS owned property. FCPS shall provide BCTC a certificate of liability insurance naming BCTC as an additional insured. To the extent permitted by law, BCTC and FCPS will indemnify each other and hold each other harmless against claims for injuries or damage occurring on the Premises or arising out of the conduct of the Program, including the use of space by FCPS for the conduct of the Program. To the extent permitted by law, indemnification and hold harmless agreements shall extend to any injury caused by the negligent act of the other, its agents, employees, invitees or licensees.
- m. **Access to Space:** FCPS shall have 24/7 access to the Used Space and a means of ingress and egress from same. FCPS must coordinate after-hours access with the appropriate BCTC finance and operations personnel.
- n. **Condition of Premises:** BCTC represents that the Premises are in good condition and repair and maintained.
- o. **Destruction of Premises:** If the Premises are totally destroyed by fire or other casualty or are so damaged that the Building is rendered unsuitable for occupancy FCPS shall not be liable for payment of the Monthly Program Fee until the Building is deemed suitable for occupancy. If destruction or damage of the Premises prevent continued

operation of the Program as determined by FCPS, the Monthly Program Fee shall not be owed until such time as the Program begins operation again. Accordingly, any paid Fee may be prorated, refunded, or otherwise applied to amounts owed when Program resumes.

- p. **Expansion and/or Contraction of Used Space:** Subject to the needs of FCPS and the availability of space on the part of BCTC, FCPS and BCTC shall have the option to expand or contract the size of the Used Space by giving written notice not less than 120 days in advance of FCPS or BCTC's actual need for additional or reduced Used Space. A reduction in Used Space will result in a reduction of the Monthly Program Fee as calculated by a square foot percentage. The Monthly Program Fee for additional Used Space will be mutually agreed upon by the parties. Any change in the Used Space and the Monthly Program Fee will be set forth in an addendum to this Agreement.
- q. **Assignment, Subletting, and Survivability of Space Usage:** Both Parties acknowledge the "ownership" of the space described as Premises lies with the Commonwealth of Kentucky. As such, neither Party will undertake any act or make any representation that the Premises is owned by either of the Parties or that either Party has in the Premises an interest that does not exist.

BCTC has no immediate plan to vacate the space nor any anticipated future space that would limit FCPS' use for purposes of this Agreement.

5. Personnel for Programs: Obligations for Personnel are dependent upon the credit sought but shall be minimally as follows:

- a. FCPS will provide faculty/staff to oversee all students for OMC.
- b. The BCTC Dual Credit Coordinator will serve as liaison between BCTC and OMC.
- c. BCTC faculty will teach courses for all students who meet the minimum placement standards for the respective program and who are therefore eligible to enroll in the college course.
- d. BCTC will provide advisors for all students enrolled in college courses.

6. Student Eligibility: OMC shall have eligibility requirements as set forth below.

- a. **OMC:** Prior to admission student applicants must be classified as a high school junior or senior and enrolled in the FCPS for the upcoming academic year. Students meeting those requirements shall be selected for entry into OMC by
 - i. submitting a completed application, and
 - ii. letters of recommendation

In addition to the above, admission to OMC may require an in-person interview with the student and the student's parent/guardian.

A selection committee will be responsible for choosing FCPS students who will

participate in OMC, and prior to application, criteria for selection into OMC will be provided to all potential applicants.

7. Disability Support Services: FCPS students are entitled to and shall be provided access to the same student support services other FCPS schools make available to students with disabilities. FCPS students enrolled in BTC courses for college credit shall be entitled to receive support services at the college level, but according to BTC policy and procedure, students seeking accommodations must contact the BTC Disability Support Services (DSS) Department to arrange any and all accommodations. Pursuant to BTC policies and procedures, individual faculty members are not permitted to independently provide accommodations if a student has not worked with DSS to arrange those accommodations. Because the laws governing college accommodations vary from those governing K-12 accommodations, BTC's services may differ from those provided through a student's secondary school IEP. Sufficient documentation as required by law at the college level is required in order to provide appropriate services.

It is the policy of BTC/KTCS to call 911 or seek other professional medical care for students who appear to be in seizure, unconscious, or otherwise incapacitated. This policy will not be waived.

8. Student Conduct: All students are expected to conduct themselves in a safe and civil manner. FCPS and its faculty and staff will have primary responsibility for and will oversee all discipline related to the OMC program. Students shall be expected to abide by the FCPS Student Code of Conduct and any and all school district policies. Students who are enrolled for dual credit shall abide by all behavioral and academic standards set forth in the KTCS Student Code of Conduct. FCPS and BTC may act to enforce their Codes independent of or in concert with each other when appropriate. BTC reserves the right to remove, suspend, or otherwise expel any student who poses a risk to the school or college community, including persons as well as property. Notwithstanding anything in this paragraph or elsewhere in this Agreement, the safety and security of all FCPS students, faculty and staff are the responsibility of FCPS. However, FCPS students, faculty, and staff shall, at all times, follow any safety or emergency procedures required by BTC/KTCS policy and procedure.

9. Lunch: FCPS is responsible for supplying lunch for all students and teachers in the Program.

10. Transportation and Parking: FCPS will arrange bus transportation for all students. FCPS will oversee traffic control and safety of its students during the drop-off and pick-up by FCPS' buses. Students may provide their own transportation but must park in designated lots. BTC assumes no liability for students traveling to, from or around the Newtown campus. BTC assumes no liability for any student/faculty/staff vehicle on campus.

In all events, all costs associated with parking shall be the responsibility of FCPS or the students. Students who provide their own transportation are subject to the terms and regulations of BTC as relates to parking and moving about the Newtown Campus.

11. Tuition: Applicable tuition rates depends upon the status of students.

a. **Dual Credit Students:**

Dual credit is defined as a college-level course of study developed in accordance with KRS 164.098 in which a high school student receives credit from both the high school and postsecondary institution. Tuition for all dual credit students will be assessed according to the statewide schedule implemented by the Council on Postsecondary Education. The current schedule establishes tuition at 2/5 (40%) of the per credit hour tuition rate charged by BCTC. BCTC will be responsible for and will therefore waive the remaining 3/5 (60%) of tuition. FCPS will oversee payment of tuition and fees.

- b. **Dual Enrolled Students:** Dual enrollment is defined as a college course for which a high school student receives only college credit. Tuition for dual enrolled FCPS/BCTC students will be at the approved normal tuition rate and shall be the student's responsibility.

12. Books, Fees, and other Charges: BCTC will waive all fees with the exception of Nurse Aide fees, textbooks, and digital course material fees. FCPS will oversee payment for the cost of books, fees, and other charges associated with the BCTC dual credit courses in which FCPS students enroll. FCPS will pay the approved student security charge for those students enrolled in OMC classes provided on BCTC Campuses.

13. Academic Calendar: The controlling academic calendar depends on course classification.

- a. **OMC:** The FCPS calendar controls the beginning and ending of the OMC High School courses. FCPS holiday breaks also apply to courses in OMC.
- b. **BCTC Courses:** For students in BCTC courses, the BCTC academic calendar, including holidays controls.
- c. **Closures:** When FCPS is closed, for a planned or unexpected reason, but BCTC is open, all students in BCTC courses shall be responsible for transportation to and from their BCTC courses. When BCTC campuses are closed, for a planned or unexpected reason, access to campus buildings will not be allowed.

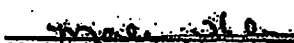
14. Course Enrollment: According to BCTC Faculty Council Rules, high school students, to include OMC students, may enroll in two BCTC courses per semester unless otherwise approved by the BCTC Chief Academic Officer. To enroll, students must submit the following to the BCTC Dual Credit Coordinator:

- BCTC application completed online;
- Dual Credit Registration form (signed by parent/guardian if student is under 18 years of age);
- Official high school transcript;
- Official ACT, SAT or approved placement test scores; and
- Letter of recommendation to enroll in college courses.

Students must meet minimum academic requirements to enroll in BCTC courses that apply towards a degree as identified by the KCTCS Assessment and Placement Policy, which is updated annually. The KCTCS Assessment and Placement Policy, which is updated annually. The 2021-22 BCTC Mandatory Placement Tables will be used to determine placement into

Signatures

Board of Education of Fayette
County Kentucky:


Mariena Helm, Acting
Superintendent Date 6/17/21

James McMillin 8-1-21
James McMillin Date
Chief of High Schools

Bluegrass Community and Technical
College:


Dr. Kelli Akers
President/CEO Date 7/27/21


Greg Freese 7-27-21
Provost Date