**Purpose:** The purpose of this MOU is to establish the terms and conditions of the support agreement between Jefferson Community and Technical College, on behalf of the Kentucky Academy Training and Support Center, an initiative supported by the colleges of the Kentucky Community & Technical College System and the (insert name of school district here), on behalf of the ( insert name of high school(s) here) Cisco Networking Academy.

**Terms:** The terms of this agreement will be effective from July 1, 2014 thru June 30, 2015. Jefferson Community and Technical College on behalf of the Kentucky Academy Training and Support Center, will provide support services throughout this period as defined below and according to the Cisco Networking Academy Membership Guide. The (insert name of school district or school here) agrees to pay a $300 annual fee, due immediately upon execution of this agreement. This agreement may be amended to include additional services for an additional fee, but amendments must be made in writing, and agreed to by both parties.

**Support Services Provided by the Center:**

**Onboarding New Academies and Members**

* Align with Academies to provide support
* Assist Academies with finding training and setting up their classroom, including ordering equipment
* Provide Administrator orientation to the Academy contacts and the Success Lead(s)
* Assist Academies with navigating Cisco Netspace and the Academy Communities

**Ongoing Support for Academies and Members**

* Be a resource expert, assisting Academies to find available information resources and tools
* Localize and translate critical operational communications in English from Cisco.
* Help Academies understand and utilize new tools; such as the Academy Success Dashboard
* Assist Academies with the yearly Membership Agreement renewal process
* Encourage usage of the survey tools
* Showcase best practices with your academies
* Encourage community usage within your regional area

**Fees and Compensation**

1. JCTC/KCTCS shall be reimbursed for services renderedon a fixed price basis. Total compensation payable to JCTC/KCTCS for services rendered pursuant to this agreement, including materials and out-of-pocket expenses, shall not exceed the sum of **THREE HUNDRED DOLLARS ($300.00).**
2. Checks for payment shall reference this agreement and be made payable to:

Jefferson Community and Technical College

c/o Sponsored Projects Accounting

Kentucky Community and Technical College System

300 North Main Street

Versailles, KY 40383

1. Unless otherwise agreed to in writing, services rendered shall be invoiced once per year, immediately following the execution of this agreement. Invoices and are due and payable upon receipt but no later than thirty (30) days after receipt. Invoices unpaid after thirty (30) days, will not receive support services under this agreement. All invoices must be paid no later than October 1, 2014
2. Invoices will be mailed to: **INSERT NAME OF SCHOOL HERE**, include the Address, and Attention to a specific person that will have knowledge of the invoice.

**Duration**

1. This MOU shall begin on July 1, 2014 and shall continue through and including June 30, 2015. This agreement will be reviewed annually in April, to maintain academic standards, quality, competency and integrity and to address any issues or concerns.
2. This Agreement may be terminated by submitting thirty (30) days’ written notice to the non-terminating party of such intent to terminate. This Agreement may also be terminated by any party, without notice to the non-terminating party, because of fraud, misappropriation, embezzlement or malfeasance or a party’s failure to perform the duties required under this Agreement. A waiver by either party of a breach of this Agreement shall not operate or be construed as a waiver of any subsequent breach.
3. In the event of termination, payment for services completed up to and including date of termination shall be based upon the rates identified in this Agreement.

**Employer/Employee Relationship**

#### It is expressly understood that no employer/employee relationship is created by this Agreement nor does it cause KCTCS/JCTC to be an officer or official of the (INSERT NAME OF SCHOOL HERE, should be the same as in the first part of the agreement). By executing this Agreement, the parties hereto certify that its performance will not constitute or establish a violation of any statutory or common law principle pertaining to conflict of interest, nor will it cause unlawful benefit or gain to be derived by either party.

#### Discrimination Prohibited

#### Both parties agree not to discriminate on the basis of race, color, national origin, religion, sex, age, or disability in employment or service delivery and program participation in conformity with the provisions of Title VI and VII of the Civil Rights Act of 1964, as amended; Title IX of the Education Amendments of 1972, as amended; American with Disabilities Act of 1990; and Executive Order No. 11246 of September 24, 1965, as amended; and all other applicable laws which prohibit discrimination and implementing regulation, guidelines, and standards lawfully adopted and promulgated under the laws.

**Choice of Law and Forum**

The laws of the Commonwealth of Kentucky shall govern all issues as to the execution, validity, interpretation and performance of this agreement. Furthermore, the parties hereto agree that any legal action, which is brought on the basis of the agreement, shall be filed in the Franklin County Circuit Court of the Commonwealth of Kentucky

**Signatures:** By signing this agreement Jefferson Community and Technical College as part of the Kentucky Community and Technical College System and (INSERT NAME OF SCHOOL OR SCHOOL DISTRICT HERE) on behalf of (INSERT NAME OF SCHOOL HERE) Cisco Networking Academy agree to adhere to this agreement and the operational , copyright, marketing and privacy rules defined by the Cisco Networking Academy Membership Guide.

Jefferson Community and Technical College \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
Full Legal Name of Institution Full Legal Name of Institution

KY Academy Training and Support Center \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
Cisco Academy Support Center Name Cisco Networking Academy Name

\_3094981\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
ASC Partnership ID Academy ID

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature Signature (legally authorized to enter into agreements on behalf of the school)

Dr. Anthony L. Newberry, President JCTC \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name/Title Name/Title

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
Date Date

Stephen DiPaola\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name Name

Academy Support Center Contact\_\_\_\_\_\_\_\_\_\_ Academy Contact

Title Title

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
Date Date

[steve.dipaola@kctcs.edu](mailto:steve.dipaola@kctcs.edu) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Email of Academy Support Center Contact Email of Academy Contact Person: