**Memorandum of Agreement**

**THIS AGREEMENT** is made by and between the First Party, the Kentucky Community and Technical College System on behalf of Owensboro Community and Technical College, 4800 New Hartford Road, Owensboro, KY 42303 and the Second Party, Ohio County Fiscal Court (for the Ohio County Career Center), Ohio County Community Center, 130 E. Washington Street, Hartford, KY, 42347, on this 3rd day of June, 2015.

**PERIOD OF CONTRACT**

The period in which the services are to be performed under this contract is from July 1, 2015, through June 30, 2016.

**FEE SCHEDULE**

The fee payment scheduled is as outlined below between the First Party and Second Party of this Memorandum of Agreement.

**PROJECT SCOPE**

The free services provided by the First Party will include:

1. Provided by OCTC’s Marketing/PR Office:
2. A flier, including the First Party’s, OCEDA’s (Ohio County Economic Development Alliance), and the Second Party’s logo, promoting the WorkKeys Testing in Ohio County with the test day, date, and time field manageable for editing.
3. Provided by OCTC’s Workforce Solution (quantities will be altered as needed):
4. 30 Applied Mathematics WorkKeys Test Booklets;
5. 30 Reading For Information WorkKeys Test Booklets;
6. 30 Locating Information WorkKeys Test Booklets;
7. Ample WorkKeys Answer Sheets
8. To be billed by OCTC’s Workforce Solution to the Second Party on the first of each month for the previous month’s WorkKeys Test participants:
9. $19.50 scoring charge per full test;
10. $6.50 scoring charge per individual/retake test;
11. $2.50 per NCRC (National Career Ready Certificate)
12. Provided by OCTC’s SkillTrain:
13. Presence at test sessions to explain the role of SkillTrain and the free services provided;
14. Delivery of completed answer sheets (in sealed envelope) from the Ohio County Career Center to OCTC's Downtown Campus for scoring; have available at SkillTrain for pickup/interpretation by 8:30 a.m. (two days later) after the test session;
15. Staff available to interpret WorkKeys scores 8:00 a.m. - 4:30 p.m., Monday-Friday;
16. Delivery/replacement of test booklets as usage dates expire;
17. Secure storage (locked cabinet) for WorkKeys scores and will require photo ID and signature as scores are distributed

The Second Party agrees to the following terms:

1. Test sessions will be held at the Ohio County Community Center, Multi-Purpose Room, 130 E. Washington Street, Hartford, KY, 42347, and will be administered by the Second Party;
2. To provide an imprint seal to affix on participant transcripts;
3. To provide SkillTrain an updated list of participating businesses and industries in the Ohio County area supporting and/or requiring the WorkKeys Test as this information is passed on to participants when interpreting scores;
4. To remit payment as billed for participant scoring and NCRCs awarded

**GENERAL PROVISIONS**

**AMENDMENT CLAUSE**

This agreement can only be altered or amended in writing and with mutual consent of both parties.

**EXTENSION**

This agreement may be extended automatically on an annual basis by mutual consent of both parties.

**CANCELLATION CLAUSE**

Either party may cancel this Memorandum of Agreement at any time for cause and may cancel without cause after (30) days written notice.

**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 and promulgated under the laws.

**CHOICE OF LAW AND FORUM PROVISION**

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

Approved: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

KCTCS Date

Approved: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Ohio County Fiscal Court Date

*(For Ohio County Career Center)*