**Memorandum of Understanding**

**THIS AGREEMENT** by and between **Hardin County Schools** (“School”) and **Hardin County, Kentucky d/b/a Hardin Memorial Hospital** (“Hospital”) is effective as of the date \_\_\_\_\_\_\_\_\_\_\_\_\_\_, 2016 (the “Effective Date”).

**WHEREAS**, School offers students with a class of Essentials of Sports Medicine and Applied Sports Medicine (“Classes”).

**WHEREAS**, School is in need of an instructor for the Classes.

**WHEREAS,** Hospital has an employee who is qualified to teach the Classes for School.

**NOW, THEREFORE**, in consideration of the foregoing premises and mutual covenants contained herein, the parties agree as follows:

1. **Hospital Responsibilities**.
2. Hospital will provide an instructor for three (3) trimesters based on School’s calendar for 2016-2017. Instruction days will not exceed one hundred eighty-seven (187) days.
3. During trimester 1 and 2, instructor will work six (6) hours each day. Class times will be from 8:50 am – 10:50 am and 1:10 pm – 3:10 pm and an additional two (2) hours per day will be available for planning, preparation and grading.
4. During trimester 3, instructor will work three (3) hours each day. Class time will be from 8:50 am – 10:50 am and an additional one (1) hour for planning, preparation and grading.
5. Instructor will continue to be employed by Hospital during this time.
6. **School Responsibilities**.
7. School will provide a classroom containing all equipment to use for teaching the classes including textbooks and workbooks for each student enrolled and a teacher’s edition for instructor.
8. School will provide proper instructional technology needed to facilitate the teaching and learning process.
9. School will provide a teacher orientation for instructor to explain policies and procedures of School and the teaching assignment.
10. **Term and Termination**.
11. This Agreement shall commence on the Effective Date and shall continue until the end of the 2016 – 2017 School year. Either party may terminate this Agreement immediately without notice upon the other party’s material breach of this Agreement.
12. Upon termination of this Agreement, instructor shall return to School, all teaching materials provided by School to include teacher’s edition textbook and workbook in connection with instruction the Classes.
13. **Payment**.
14. School shall pay Hospital Twenty-seven dollars ($27.00) per hour of time worked by instructor.
15. Hospital will invoice School monthly with payment due 30 days after invoice date.
16. **Relationship of the Parties**.

In performing instruction of the Classes, instructor will remain an employee of Hospital. Instructor is not an employee of School and shall not be entitled to any benefits or privileges provided by School to its employees. Neither party shall have authority to bind the other. Nothing in this Agreement shall be interpreted as authorizing either party to represent the other party as its employee, officer, agent, or to make any statement or commitment or to enter into any binding agreements on its behalf, and both parties agree not to hold itself out as entitled so to do.

1. **General**.
2. All notices, communication, reports, correspondence regarding this Agreement shall be directed to:

Hardin Memorial Hospital

913 West Dixie Avenue

Elizabethtown, Kentucky 42701

Attn: Carol George/Dan Martin

Hardin County Schools

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 With regard to notices only, any notice required or permitted by this Agreement shall be in writing and shall be delivered as follows, with notice deemed given as indicated: (a) by personal delivery, when actually delivered; (b) by overnight courier, upon receipt; (c) by facsimile, upon receipt; or (d) by certified or registered mail, return receipt requested, upon delivery. Notice shall be sent to the addresses set forth in this Section or to such other address as either party may provide in writing.

1. This Agreement shall be governed by the laws of the Commonwealth of Kentucky.
2. Neither party may assign this Agreement without prior written consent of the other party.
3. Neither party will be liable for any failure or delay in its performance under this Agreement due to any cause beyond its reasonable control, including but not limited to acts of war, acts of God, earthquake, flood, embargo, riot, sabotage, labor shortage or dispute, governmental act, provided that the delayed party: (1) gives the other party prompt notice of such cause, and (2) uses its reasonable commercial efforts to promptly correct such failure or delay in performance.
4. In the event that any of the provisions of this Agreement shall be held by a court or other tribunal of competent jurisdiction to be invalid or unenforceable, the remaining portions hereof shall remain in full force and effect and such provision shall be enforced to the maximum extent possible so as to effect the intent of the parties and shall be reformed to the extent necessary to make such provision valid and enforceable. The waiver of any breach or default of this Agreement will not constitute a waiver of any subsequent breach or default, and will not act to amend or negate the rights of the waiving party.
5. This Agreement is the entire agreement and it supersedes all prior agreement or arrangements. No agreement modification, statement, promise or representation made by any party that is not in writing and signed by an authorized representative of both parties shall be binding.

**IN WITNESS WHEREOF**, authorized representative of the parties have executed this Agreement as of the date set forth below.

**HARDIN COUNTY SCHOOLS HARDIN MEMORIAL HOSPITAL**

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_