

MEMORANDUM OF AGREEMENT

BETWEEN

HOPKINSVILLE COMMUNITY COLLEGE, a College of
THE KENTUCKY COMMUNITY AND TECHNICAL COLLEGE SYSTEM,

AND

CHRISTIAN COUNTY PUBLIC SCHOOLS

AGREEMENT TERM

This Memorandum of Agreement (this "Agreement") is effective from July 1, 2019 to June 30, 2020. Either party may cancel this Agreement at any time with or without cause on a 30-day written notice. This Agreement may be continued for additional years, with an agreement being signed annually by both parties.

PROJECT NAME: HCC Agriculture Test Plot

This Agreement is between Hopkinsville Community College ("HCC"), a college of the Kentucky Community and Technical College System ("KCTCS"), and Christian County Public Schools ("CCPS"), 200 Glass Avenue, Hopkinsville, KY 42240. The Agreement covers the responsibilities of both parties in the utilization of 30 acres of cropland on the Martin Luther King Elementary School campus for the purpose of providing lab instruction/demonstrations of agricultural practices to agriculture students at HCC, and agriculture students at Hopkinsville High School and Christian County High School (the "High Schools").

RESPONSIBILITIES OF HCC

HCC will provide equipment and solicit crop inputs for the planting, harvesting, and general overseeing of crops on the 30 acres. The crops will be limited to corn, wheat, and/or soybeans. Students enrolled in the HCC Agriculture Program will assist in providing lab instruction/demonstrations of agricultural practices to students enrolled in the agriculture programs at the High Schools.

RESPONSIBILITIES OF CCPS

CCPS will provide access to the 30-acre plot from Martin Luther King Elementary School. Students enrolled in the agricultural programs at the High Schools will participate in the lab instruction/demonstrations of agricultural practices provided by the HCC Agricultural Program.

RESPONSIBILITIES OF BOTH PARTIES

HCC and the High Schools will collaborate and work together to plan and schedule appropriate lab instruction/demonstrations of agricultural practices. Lab instruction/demonstrations will be structured and supervised. Instructors from the High School(s) and HCC must be present when any lab instruction/demonstration is occurring, and the instructors shall supervise their respective students throughout the entire duration thereof. To the extent permitted by Kentucky law, HCC and CCPS shall each be responsible for any loss or damage due to its own negligent and/or intentional acts and

omissions. Until all of their obligations under this Agreement have been discharged, both parties shall procure and maintain sufficient insurance against claims for injury to persons or damage to property which may arise from or in connection with this Agreement.

FINANCIAL DATA AND TERMS

Fifty percent of the net proceeds from the sale of the crops will be issued from the HCC Agriculture Program to CCPS for the benefit of agricultural students at both High Schools. HCC will process a check to CCPS no later than September 15 based on the previous fiscal year (July 1 —June 30) net proceeds. HCC will budget the remaining fifty percent of the net proceeds into a program account to be used for HCC agricultural activities.

At CCPS' discretion, first priority of proceed funds will be utilized as tuition scholarships for students attending HCC's Agriculture Program. If the selected student(s) receive funds from another source, such as KEES or the Rotary Scholars Program, to cover tuition, CCPS proceed funds may then be used to cover textbooks. Names of scholarship recipient(s) will be forwarded to HCC from CCPS no later than August 1 of each year, and HCC will bill CCPS for the designated scholarships. Otherwise, CCPS will divide proceed funds between the two High Schools' agriculture programs to fund student travel for competition.

HCC agriculture faculty reserve the right to sell, hedge, or enter into a forward contract with the grain broker of their choice on behalf of the HCC Agriculture Program, consistent with any applicable requirements of the Kentucky Model Procurement Code.

CCPS shall not charge, bill, or otherwise invoice HCC for land usage.

LEGAL RELATIONSHIP

Nothing in this Agreement or in the relationship shall imply or be interpreted as implying an employment relationship between HCC and CCPS, or between HCC and the High Schools. No representatives for either party shall act as an agent for the other party, or represent authority to act as such.

THIRD PARTIES

Nothing in this Agreement shall be construed as creating or giving rise to any right in any third party, or other person, other than the parties hereto.

DISPUTE RESOLUTION AND APPLICABLE LAW

Both parties agree that HCC, as a college of KCTCS, is a public agency that enjoys qualified sovereign and/or governmental immunity. Any negligence claims against HCC or KCTCS shall be brought before the Kentucky Claims Commission pursuant to KRS Chapter 49. Furthermore, both parties agree that state and federal laws governing HCC as a public agency shall prevail, and that this Agreement will be construed in accordance with Kentucky law.

HOPKINSVILLE COMMUNITY COLLEGE

CHRISTIAN COUNTY PUBLIC SCHOOLS

Signature _____ Date _____
Dr. Alissa Young, President/CEO

Signature _____ Date _____
Ms. Mary Ann Gemmill, Superintendent