

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement, entered into this ____ day of _____, 2019 by and between Hopkinsville Community College (HCC), a unit of the Kentucky Community Technical College System (KCTCS) and the Todd County Board of Education (Board), a Kentucky School District;

WITNESSETH:

WHEREAS, it is the desire of the parties to memorialize their agreement and various understandings, regarding the operation, staffing and admissions to the Todd County Career Path Institute.

To memorialize that agreement, the parties agree as hereinafter set forth:

1. This agreement shall be for a period commencing July 1, 2019 and concluding June 30, 2020 and may be continued from year to year, thereafter, by written agreement, evidencing the extension hereof.
2. It shall be the responsibility of HCC to design and oversee curriculum; ensure HHC faculty and staff utilizing the Todd County Career Path Institute have been subjected to the background checks required by Kentucky Law; register students, maintain student records and provide course grades; and establish student financial accounts and the amount(s) of fees assessed to students.
3. It shall be the responsibility of the Board to provide qualified teachers consistent with HCC's accreditation policies for purposes of teaching dual credit courses; provide video security, IT network and phones; provide custodial services; provide general support for the maintenance of the Todd County Career Path Institute; monitor the online computer lab; generally, provide a safe and secure environment as required by Kentucky Law; and, collaborate with HCC regarding course offerings which will be most beneficial to the Board's

students and the adult educational and vocational training needs of the community.

4. HCC may utilize the Todd County Career Path Institute at times, other than the traditional school day, or as may be agreed upon, to offer instruction to other HCC students. HCC will not incur any additional charges for facility rental associated with those other course offerings. It is specifically agreed, HCC will utilize its best efforts to offer instruction to non-traditional students at appropriate times and in partnership with local industry to train adult learners for requested vocational and employment skills.
5. HCC has electrical trainers located at the Career Path Institute. HCC is utilizing the Career Path Institute for welding instruction while a new welding facility is being constructed at HCC. HCC agrees while it is utilizing the Career Path Institute for welding instruction, the Board may utilize the electrical trainer for instructional purposes when it is not otherwise being used by HCC. With respect to its use of the electrical trainer, the Board agrees that (a) it will not remove the trainer from the facilities or premises, (b) it will ensure that proper care is taken of the trainer, (c) it will supervise those using the trainer, and (d) the trainer will be left in as good a condition after each use as immediately before it. If the trainer is damaged while in the Board's possession due to misuse, unsafe use, negligent use, or reckless use, then the Board will be responsible for all reasonable repair costs, up to the current value of the trainer. If the trainer becomes inoperable or fails to function properly as a result of a normal or mechanical outage or failure, or due to normal wear, tear, or use over time, then HCC will be responsible for any repair or replacement.
6. The terms of this agreement are severable, and the invalidity of any particular term shall not invalidate the entirety of the agreement.
7. The parties agree and recognize that HCC is a part of the Kentucky Community and Technical College System (KCTCS) and HCC and the Board are public agencies, and as such,

have sovereign immunity from suit. The parties agree, in the event of litigation arising from an alleged breach of this agreement, and/or seeking the interpretation of the terms hereof, such litigation shall be brought in the Franklin Circuit Court. The parties also recognize claims made for negligence, against HCC, as a part of KCTCS, are subject to the requirements of Chapter 49 before the Kentucky Claims Commission.

8. Notwithstanding Paragraph No. 7, HCC shall maintain the same insurance coverage for its activities at the Career Path Institute as it maintains for its Hopkinsville Campus or other satellite campuses, and the Board, to the extent appropriate, shall be an additional insured. HCC shall maintain the required workers compensation coverage pursuant to Chapter 342 of the Kentucky Revised Statutes upon its staff assigned to the Career Path Institute and shall furnish the Board a certificate of insurance.
9. Various State and Federal Laws govern the Board and HCC and to the extent possible, in the event of controversy, those State and Federal Laws must be interpreted in *Pari Mater*.
10. This is the entire agreement of the parties, and no other term or terms will be considered unless executed with like formality.
11. The fact counsel for a party to the agreement drafted this agreement should not cause the agreement to be constructed against that party.

THIS _____ day of _____, 2019.

TODD COUNTY BOARD OF EDUCATION

By: Edwin Oyler, Superintendent

HOPKINSVILLE COMMUNITY COLLEGE

By: Alissa L. Young, Ed. D, President/CEO

STATE OF KENTUCKY)
)
COUNTY OF TODD)

SUBSCRIBED and SWORN to before me by Edwin Oyler, Superintendent of Todd
County Board of Education, this ____ day of _____, 2019.

My Commission Expires:_____

Notary Public, State at Large

STATE OF KENTUCKY)
)
COUNTY OF TODD)

SUBSCRIBED and SWORN to before me by Alissa L. Young, President/CEO of
Hopkinsville Community College, this ____ day of _____, 2019.

My Commission Expires:_____

Notary Public, State at Large

Prepared By:

Harold M. Johns
Law Offices of Harold M. Johns