**MEMORANDUM OF UNDERSTANDING
FIRE SCIENCE CAREER PATHWAY**

This Memorandum of Understanding (MOU) is entered into this \_\_\_ day of \_\_\_\_, 2024, by and between:

**Board of Education of Berea, Kentucky (Receiving Party)**
3 Pirate Parkway
Berea, KY 40403

**City of Berea (Responding Party)**
212 Chestnut St
Berea, KY 40403

**Purpose:**
The purpose of this Memorandum of Understanding is to define the relationship between the Berea Board of Education ("District") and the City of Berea ("City") in providing instructors for the Fire Science Career Pathway.

**Terms and Conditions:**

**Berea Board of Education Responsibilities:**

1. **Classroom Provision:**
The District will provide the classroom necessary for the City to conduct Fire Science Career Pathway education for Berea Independent students.
2. **Educational Materials:**
The District will supply the necessary books and consumables for the Fire Science Career Pathway.
3. **Point of Contact:**
The District will assign a contact person responsible for coordinating with the City regarding classroom management and other related activities.

**City of Berea Responsibilities:**

1. **Instructor Provision:**
The City agrees to provide a trained and approved instructor for the Fire Science Career Pathway.
2. **Equipment Loan:**
The City will loan any necessary equipment for the course as needed.

**Joint Agreements:**

1. **Instructor Compensation:**
If the program is deemed successful by both parties, the Berea Board of Education agrees to pay fifty percent (50%) of the instructor's salary starting in year three (3) and seventy-five percent (75%) of the salary in subsequent years.
2. **Invoicing:**
The City will invoice the District for the instructor’s salary by May 31st of each year.
3. **Liability and Indemnification:**
Each party agrees to assume responsibility for all liabilities that occur or arise in any way out of the performance of this Agreement by its own personnel. Each party agrees to defend, indemnify and hold harmless the other Party and its employees, and officers from any liability that results from any improper acts or omissions of its own employees arising out of the operation of this Agreement.

**Relationship of the Parties:**

Nothing in this Agreement is intended to create a partnership, joint venture, principal and agent, or other relationship. The only rights or obligations between the parties are set forth herein. Neither party has the authority to bind the other party nor incur any obligation on behalf of the other party.

**Parties are Independent Contractors:**

It is the intention of the parties that the services provided by each Party to the other Party shall be provided as an independent contractor. Nothing in this Agreement shall be interpreted nor construed as creating nor establishing the relationship of employer and employee between either Party and any employee or agent of the other Party for federal, state, or local tax purposes or for any other purpose.

**Personnel actions remain the responsibility of the responding party:**

Personnel documentation may be initiated by the receiving party in order to assist the responding party.

**Compensation:**

Receiving party agrees to reimburse the responding party for the percentage of actual personnel costs set out above, for actual personnel costs set out on attached Exhibit A.

**Termination:**

This Contract may be terminated by either party upon 30 days written notice delivered to the other party in person, by courier, or by return receipt mail, at the addresses set out above.

Notice to the District shall be delivered/addressed to the Superintendent.

Notice to the City shall be delivered/addressed to the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Title). Upon termination, the City shall be compensated for all services rendered up to the date of termination.

**Signatures:**

Board of Education of Berea, Kentucky:

By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(Authorized Representative Name & Title)
Date: \_\_\_\_\_\_\_\_\_

COMMONWEALTH OF KENTUCKY

COUNTY OF Madison

Subscribed and sworn to before me by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ on this \_\_\_\_\_\_\_\_, \_\_\_\_\_. My commission expires: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ NOTARY PUBLIC

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ ID No. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

City of Berea:

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

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(Authorized Representative Name & Title)
Date: \_\_\_\_\_\_\_\_\_

COMMONWEALTH OF KENTUCKY

COUNTY OF Madison

Subscribed and sworn to before me by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ on this \_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_. My commission expires: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ NOTARY PUBLIC

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ ID No. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_