

MEMORANDUM OF AGREEMENT

PROJECT NAME/TITLE

This Memorandum of Understanding (the "Agreement") is between Central Kentucky Headstart (CKH) and Hardin County Board of Education (HCBOE) regarding the use of two classrooms (Rooms 114 and 117) at Radcliff Elementary School for Headstart programming.

AGREEMENT TERM

This Agreement is effective from 03/01/2026 to 06/30/2027. Either party may cancel this Agreement at any time for cause or may cancel without cause on a 30 day written notice. This agreement may be amended and/or renewed for successive terms, upon mutual written agreement.

PURPOSE

The purpose of this Agreement is: Establish the relationship and terms and conditions of a building, located at 1145 South Dixie Blvd, Radcliff, KY 40160 by CKH from HCBOE.

DUTIES/RESPONSIBILITIES OF KCTCS/ECTC

1. CKH shall use the designated space solely for conducting Headstart programs and related activities during the term of this Agreement and any successive terms agreed upon by the parties.
2. CKH shall exercise reasonable care in maintaining the premises, allowing for ordinary wear and tear.
3. CKH shall maintain contents insurance for all CKH-owned equipment and other items stored on the premises.
5. CKH shall work in good faith to maintain the premises, and notify HCBOE of any facility concerns or damages upon occupation of the space.
6. CKH will only be responsible for repairs to the facility for which CKH, upon evidence, has caused harm.
7. CKH will work with school administrators at Radcliff Elementary to determine scheduled time for use of additional spaces such as playgrounds, gymnasium, and cafeteria.

DUTIES/RESPONSIBILITIES OF HCBOE

1. HCBOE shall make available the specified classrooms for the exclusive use of CKH during the term of this Agreement, without restrictions on hours of use.
2. HCBOE shall maintain the premises in good repair and tenantable condition, including but not limited to heating and air conditioning systems.
3. HCBOE shall maintain casualty and liability insurance on the premises.
4. HCBOE shall work with CKH to remedy any reasonable facility issues upon occupation of the facility.
5. HCBOE shall provide daily custodial services to the premises.

FINANCIAL DATA AND TERMS

1. CKH shall pay HCBOE for 1,668 square feet of space at a rate of \$1.20 per square foot per month including utilities. CKH will pay \$2,000 monthly

SEVERABILITY

The breach, disagreement concerning, and/or illegality of any single provision of this agreement shall not nullify the entire agreement.

COMPLIANCE WITH LAWS

Each party shall fulfill its obligations under this Agreement in compliance with all applicable laws, regulations, and policies, including those related to anti-discrimination and harassment.

LIABILITY

Each party shall be responsible for its own acts and omissions and those of its employees, officers, and agents. Central Kentucky Headstart shall hold its own liability insurance naming HCBOE as secondary insured for \$1,000,000.

ENTIRE AGREEMENT

This Agreement constitutes the entire understanding between the parties and supersedes all prior discussions, representations, or agreements.

COUNTERPARTS

This Agreement may be executed in one or more counterparts, by either manual or electronic signature, each of which shall be an original. Any counterpart, to the extent delivered by means of a facsimile machine or attachment to an email, shall be treated in all respects as an original executed counterpart and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person.

For: **Hardin County Board of Education:**

For Central Kentucky Headstart

Name (Signature):

Name (Signature):

Name (Print):

Name (Print):

Title:

Title: