

MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT (hereinafter the “MOA”) is made and entered into as of the ____ day of December 2015, by and between **BLUEGRASS COMMUNITY AND TECHNICAL COLLEGE**, a whose principal office is located at 470 Cooper Drive, Lexington, Kentucky 40506 (hereinafter “BCTC”) and the **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, an urban county government of the Commonwealth of Kentucky pursuant to Chapter 67A of the Kentucky Revised Statutes (hereinafter “LFUCG”), through its **DIVISION OF YOUTH SERVICES**, whose principal office is located at 1177 Red Mile Place, Lexington, Kentucky 40504 (hereinafter “DYS”).

WITNESSETH:

WHEREAS, DYS provides a assistance, training, and supplies for youth ranging in ages 18-24 who wish to attain their GED through their Path to Success Program (hereinafter “PTS”); and

WHEREAS, BCTC has access and resources to adequately prepare students to successfully attain their GED through their Adult Education program; and

WHEREAS, DYS and BCTC desire to leverage their resources and work together to provide the necessary assistance to for those participants ages 18-24 to successfully attain their GED and/or college transition.

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, the parties hereby agree as follows:

I. AGREEMENT TERM

This Agreement is effective from 12/01/15 through 6/30/2016. Either party may cancel this agreement at any time with a 30-day written notice. This is a mutual collaboration between partners with only in-kind services provided. No compensation will be paid for Sub-recipient’s activities.

II. DUTIES AND RESPONSIBILITIES

a. BCTC DUTIES AND RESPONSIBILITIES

- BCTC will proctor all intake and orientations for the PTS participant enrolling at BCTC.
 - PTS participants must meet Kentucky Adult Education’s (AE) requirement for enrollment.
- PTS participants will be assigned to existing BCTC adult education classes at any of our

existing AE sites/campuses. Both day and evening programming will be available.

- The BCTC Adult Education Site Coordinator will work closely with the PTS Client Assessment Counselor regarding the PTS program and student success.
- BCTC will enter all data into the Kentucky Adult Education Reporting System (KAERS).
- BCTC data will be made available to PTS with individual confidentiality release forms signed by each PTS participants.
- BCTC will administer all progress exams and Official GED Ready tests. BCTC will provide all testing materials.
- BCTC will provide all classroom materials.
- BCTC will award one 3 hour course wavier for a BCTC First Year Experience Course to any PTS participant that attains their GED through BCTC.
- BCTC will provide information about PTS to new and returning BCTC Adult Education students for the remainder of PTS enrollment period (12/01/2015-12/31/2015).

b. DYS DUTIES AND RESPONSIBILITES

- PTS will provide BCTC with informational and promotional materials about PTS in order to promote PTS to eligible students attending adult education classes at BCTC.
- PTS will work closely with the BCTC Adult Education Site Coordinator, regarding students enrolled in PTS attending BCTC, and their progress.
- PTS will cover the cost of all testing fees not covered by other sources for students enrolled in PTS.
- PTS will provide assistance with transportation in the form of bus passes for any BCTC student enrolled in PTS.
- PTS will provide information about adult education services offered at BCTC to PTS clients and refer new students for assessment and orientation.

III. SEVERABILITY

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

IV. NOTICE

All notices allowed or required to given hereunder must be in writing dispatched by mail, or hand-delivered to the parties at the following:

FOR BCTC:

FOR DYS:

Lexington-Fayette Urban County
Government
Division of Youth Services
1177 Red Mile Place
Lexington, KY 40504
ATTN: Stephanie Hong, Director

V. CHOICE OF LAW AND VENUE

Both parties hereby agree that the Kentucky Community and Technical College System (KCTCS)/Bluegrass Community and Technical College, as a public agency, and Lexington-Fayette Urban County Government, as an urban county government, enjoys qualified sovereign immunity. Any litigation arising from the alleged breach of this contract and/or interpretation of the terms of this agreement shall be brought in Franklin Circuit Court. Any negligence claims against KCTCS shall be brought pursuant to KRS 44.070 et seq., the Board of Claims Act. Furthermore, all terms and conditions in this agreement to the contrary notwithstanding, the parties understand and agree that state and federal laws governing KCTCS/BCTC as a public agency and LFUCG as an urban county government, shall prevail.

VI. ASSIGNABILITY, ENTIRETY OF AGREEMENT

Neither party may assign any of its rights and duties under this MOA without written consent of the other party. This MOA shall constitute the entire agreement between parties and no representations, inducements, promises or agreements, oral or otherwise, which are not embodied herein shall be effective for any purpose.

IN WITNESS WHEREOF, the parties certify that they have been duly authorized to execute, deliver and perform this Memorandum of Agreement, and have executed it as of the date first herein written.

**BLUEGRASS COMMUNITY AND
TECHNICAL COLLEGE**

**LEXINGTON-FAYETTE
URBAN COUNTY GOVERNMENT**

**Augusta A. Julian, Ed.D
President/CEO**

**Jim Gray,
Mayor**