Memorandum of Understanding between Valley County Economic Development and Central Community College – Columbus Campus

I. PARTIES

This Memorandum of Understanding (MOU) is entered by and between Valley County Economic Development (hereinafter "VCED") and Central Community College — Columbus Campus (hereinafter "CCC").

II. PURPOSE & SCOPE

The purpose of this MOU is to identify the roles and responsibilities of Business Coach position for the VCED/CCC shared position, along with the financial contribution to VCED for a salaried position.

III. TERM

The arrangements made by the Partners in this MOU shall be in effect from (date) – June 1, 2024, unless otherwise terminated as provided herein below.

IV. RESPONSIBILITIES of VCED

- 1. Serve as the primary fiscal agent to fund the position for a term of at least three years. Funding commitments from VCED will be \$30,000 annually for up to three years.
- 2. Conduct a job candidate search and hire the best candidate for the position.
- 3. Provide job description and day to day supervision of the individual hired to fulfill role.
- 4. Provide office space and office equipment necessary to conduct role successfully.
- 5. Ensure essential functions of the job description are met.
- 6. Keep CCC updated on any and all approved changes to the position.
- 7. Maintain open communication with CCC.
- 8. Monthly check-ins with VCED Executive Director to ensure shared role is meeting expectations.
- 9. Provide quarterly reports on the impact and activity of business coach role relative to VCED's strategic plan.

V. RESPONSIBILITIES OF CCC

- 1. Provide funding of \$25,000 annually to support position.
- 2. Provide guidance and supervision for the half-time role of CCC business coach & entrepreneur liaison to the CCC service area.
- 3. Conduct workshops, training, and class experiences for potential business clients that fit within the educational objectives provided by CCC.
- 4. Ensure essential functions of the job description are met.
- 5. Maintain open communication with VCED.
- 6. Monthly check-ins with VCED Executive Director to ensure shared role is meeting expectations.

7. Utilize CCC Ord Learning Center as primary location of business coaching learning activities.

VI. MUTUAL UNDERSTANDING AND AGREEMENT

VCED and CCC will operate within the principles, policies, and procedures as outlined and agreed to in this MOU.

VII. TERMS and CONDITIONS

Amendment

This MOU may be amended at any time in writing upon the agreement of both parties.

Cancellation

Either party hereto may cancel this MOU for any reason upon thirty (30) days written notice to the other party. Should areas of non-compliance arise, and all efforts to reach agreement have failed, either party reserves the right to terminate this agreement with thirty (30) days written notice.

Breach of Memorandum

Should either party be determined to be in breach of this MOU, the non-breaching party, at its discretion, may upon written notice to the breaching party, terminate the MOU immediately or specify a process with necessary actions and time frames for the breaching party to follow the MOU.

Hold Harmless

CCC agrees to hold all members of VCED harmless for all loss or damage sustained by any person as a result of the negligent or willful acts by the Fiscal Sponsor, its officers, employees or agents in the performance of this MOU, including all associated costs of defending such claims. All claims on behalf of any person arising out of employment or alleged employment, including without limit claims of discrimination against the Fiscal Sponsor, its officers or its agents shall in no way be the responsibility of VCED. CCC will hold VCED harmless from any and all such claims, including all associated costs of defending such claims.

Severability

If any provision of this MOU is held by a court of competent jurisdiction to be invalid, void, or unenforceable, such invalidity or unenforceability shall attach only to such provision and the remaining provisions shall continue in full force and effect.

Governing Law

This MOU shall be governed by and in accordance with the laws of the State of Nebraska.

VIII. EFFECTIVE DATE AND SIGNATURE

This MOU shall be in effect upon the signature of VCED and the Fiscal Sponsor.

D. Ich.	6-14-24
Dan Piskorski VCED Board of Directors	Date
Signer Name, Title Agency Name Central Community College – Columbus Campus	Date

VCED and CCC indicate agreement with this MOU by their signatures.