

Sam L.

MEMORANDUM OF AGREEMENT
 between
 SOUTHERN WEST VIRGINIA COMMUNITY AND TECHNICAL COLLEGE
 and the
 BOARDS OF DIRECTORS
 for the
 LARRY JOE HARLESS COMMUNITY CENTER
 and the
 CHIEF LOGAN RECREATION CENTER

Purpose

The purpose of this Memorandum of Agreement (MOA) is to provide the framework for the use of the health, wellness, and recreational facilities, equipment and other resources of the Larry Joe Harless Community Center and the Chief Logan Recreation Center (Centers) by the students of Southern West Virginia Community and Technical College (College).

Terms

This agreement will commence on the last date of signature of the MOA by the President of the College and appropriate representative(s) of the Centers and shall continue until such time that the agreement is terminated by either party with a minimum of 30 days written notice. Should either party determine that termination of the agreement is necessary; students shall be able to continue the use of Center facilities through the last day of classes during the current semester for which they are enrolled by the College prior to the effective date of cancellation or termination.

Each party shall designate one individual who shall be responsible for overall monitoring and management of the agreement on behalf of the College and Centers. The MOA shall be reviewed annually by each party to determine if modifications in content, procedures, payment method, payment schedule or other arrangements are necessary. Any disputes or concerns arising under this MOA shall be resolved by the designated representatives for each party. Should the designated representatives be unable to reach an agreement, the area(s) of dispute or concern shall be referred to the President of the College and the Board(s) of Directors for the Center(s) for resolution.

Agreement

Under the terms of this agreement, the Centers agree to allow duly enrolled and registered students of Southern West Virginia Community and Technical College:

1. Full access and use of all health, wellness, and recreational facilities and equipment of the Centers under the same terms and conditions as all other users;
2. Access to and use of any designated space (lockers for storage of personal clothing and other items), shower and dressing rooms and/or other spaces available to all other users of the facilities, equipment and other resources of the Center;
3. Required registration forms, instructions and personnel support necessary for student use of Center facilities, equipment and activities;
4. Appropriate and necessary insurance coverage on Center facilities, equipment, and personnel involved or used in the performance of this MOA;
5. Any special liability considerations requisite for partnering with the College in the implementation of this MOA; and,
6. Access to parking for students using Center facilities and participating in Center activities.

In accordance with the terms and conditions of this MOA, the College shall:


1. Collect all fees identified as a part of this MOA;
2. Provide appropriate student identification cards and additional "User Card" to identify individual students eligible to access and use Center health, wellness, and recreational facilities and equipment;
3. Provide appropriate and necessary liability coverage for students participating in College approved instructional activities while on the premises of the Centers; and,
4. Provide payment of fees to the Centers, as agreed upon, for use of the health, wellness, and recreational facilities and equipment by eligible College students.

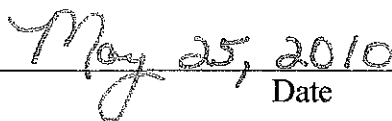
Fees and Fee Payment

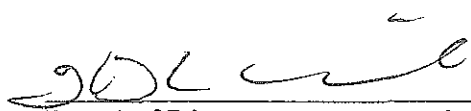
Under the terms of this MOA, and for the use of Center health, wellness, and recreational facilities and equipment, the College agrees to pay, and the Centers agree to accept, the following:

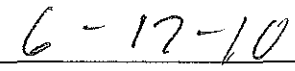
1. Based upon enrollment of students registered for three (3) credit hours or more, the College shall collect \$10 per student per semester.
2. The College shall pay to each Center, forty (40) percent of the total fees collected each semester.
3. The College will provide payment of the agreed upon portion of fees collected to each Center no later than the tenth (10) week of the semester for which the fees are collected from eligible students.
4. The Centers agree to register as vendors with the State of West Virginia, using the required form(s), in order to be eligible to receive payment of the fees agreed upon under the terms and conditions of this MOA.


Approved by:



Board of Directors Representative
Larry Joe Harless Community Center


Date


Board of Directors Representative
Chief Logan Recreational Center


Date


Joanne Jaeger Tomblin, President
Southern West Virginia Community
and Technical College


Date