



c/o Kentucky Community and
Technical College System
300 North Main Street
Versailles, KY 40383
T: 859-256-3328
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1-800-782-6823
autoworkforce.org

Memorandum of Understanding

This Memorandum of Understanding is entered by and between the Automotive Manufacturing Technical Education Collaborative (AMTEC) of the Kentucky Community & Technical College System, 300 North Main Street, Versailles, Kentucky 40383 and _____ as an AMTEC Senior Team Member College.

Witnessed:

Whereas, AMTEC was established with funding from the National Science Foundation as a National Center of Excellence; and

Whereas, AMTEC is funded under the NSF Advanced Technological Education (ATE) program; and

Whereas, AMTEC as an ATE funded project has the major goals of improving science, math, and technology education in the United States and to improve and increase the nation's technical workforce through industry/education; and

Whereas, AMTEC is a consortium of automotive manufacturers and community colleges concerned with rapid changing technology, the increased need for more flexible manufacturing, and a better trained workforce in manufacturing; and

Whereas, AMTEC's mission is to help prepare America's workforce for automotive manufacturing occupations utilizing information from employers and other stakeholders to improve and develop educational programs with a focus on advanced manufacturing; and

Whereas, AMTEC's goals include:

1. Create business/industry partnerships in delivering core mechatronics (integrated systems) maintenance technical education that meets the high priority needs of automotive manufacturers and suppliers.
2. Increase secondary to postsecondary transition and from postsecondary to employment to meet industry needs.

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3. Implement a collaborative support system to sustain and replicate the AMTEC model, and;
4. Create and sustain the support process for the automotive core integrated systems technology education through assessment and continuous improvement.

Whereas, both parties understand the importance of collaboration between industry and education and the critical nature of AMTEC's mission and goals;

NOW, THEREFORE, in consideration of the valuable benefit to be derived, and the mutual benefits that shall be received by the parties hereto, and in consideration of the covenants, conditions, agreements and understandings hereinafter set forth, the parties agree as follows:

Terms and Conditions

Section 1. Term and Cancellation

- (a) This MOU shall become effective 07/01/2011 and either party may cancel this MOU by giving the non-cancelling party thirty (30) days written notice of its intent to cancel the MOU.

Section 2. Purpose of Agreement

The sole purpose of this MOU is to define the responsibilities and understanding of both groups in relation to the partnership and collaboration through AMTEC activities.

Section 3. Membership

To be an AMTEC Senior Team Member, each college is required to have a designated college staff member and a letter of support from an automotive manufacturer (OEM, Tier 1, Tier2, or Tier 3 supplier) to join and work with them to further the goals of AMTEC.

Section 3. Scope and Responsibilities

- (a) AMTEC will:
 1. Develop processes and guidelines to facilitate interaction with all partners;
 2. Make available information collected from partners;
 3. Develop curricula and industry guidelines for curricula;

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4. Develop assessments and guidelines for assessments;
5. Maintain an up-to-date website for member use and information dissemination;
6. Publish newsletters, brochures, and other promotional materials. These materials may be used by partners to publicize their efforts and programs;
7. Facilitate faculty development and provide opportunities for faculty to interact with industry;
8. Build national collaborations to gain support and build recognition of the nation's automotive manufacturing technology related academic and occupational programs.

(b) _____ as an AMTEC Senior Team Member will:

1. Commit to sharing information with other member institutions;
2. Participate in regularly scheduled AMTEC Leadership Team meetings;
3. Attend 2 AMTEC Academies annually that are reimbursable;
4. Attend 2 in-person AMTEC Leadership Meetings annually reimbursable;
5. Uphold the AMTEC mission to enhance and/or improve technical education, especially as it relates to the automotive manufacturing workforce by advancing the Center goals through strategic implementation.
6. Acknowledge AMTEC and the NSF to the extent possible in all products, deliverables, and materials produced as a result of working with AMTEC.

Section 4. Financial Provisions

(a) AMTEC will:

1. Reimburse the college Senior Team Member for Time & Effort as designated in an annual Personal Services Contract.

(b) _____ will:

1. Work with AMTEC staff to process financial documents in a timely manner.
 - (a). Per AMTEC travel policy, all requests for travel reimbursement must be submitted within 30 days of the date the cost was incurred.
 - (b). Invoices for expenses will be submitted quarterly.

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Section 5. Amendment of MOA

This MOU shall be modified and/or amended only by a written amendment executed by all parties.

Section 6. Severability

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

Section 7. Choice of Law and Venue

Both parties hereby agree that the Kentucky Community and Technical College System (KCTCS), acting as the fiduciary agent for AMTEC and as a public agency, 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 as a public agency shall prevail.

IN TESTIMONY WHEREOF, the parties have affixed their signatures, the day and year written.

Date: _____

College President/CEO

Date: _____

Annette Parker
AMTEC Executive Director/Principal Investigator
Kentucky Community & Technical College System

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