

**MEMORANDUM OF AGREEMENT  
BY AND BETWEEN  
MARION COUNTY PUBLIC SCHOOLS**

**AND**

**WASHINGTON COUNTY SCHOOLS**

**AND**

**THE KENTUCKY DEPARTMENT OF EDUCATION**

This Memorandum of Agreement ("MOA") is entered into, by and between Marion County Public Schools ("MCPS"), ~~Washington County Schools ("WCS")~~, and the Kentucky Department of Education ("KDE"), to establish an agreement whereby the principal for the Kentucky Technical Center for the Marion County Area Technology Center will remain under the ultimate legal authority of KDE, but be an employee of MCPS.

**WHEREAS**, the MCPS ~~and WCS~~ are ~~each~~ a school district charged with providing, ~~respectively~~, primary and secondary education in Marion County ~~and Washington County~~.

**WHEREAS**, KDE is the state agency responsible for the management, control, and operation of state-operated secondary area vocational education and technology centers in the Commonwealth of Kentucky pursuant to KRS 156.802;

**NOW, THEREFORE**, it is mutually agreed by and between MCPS, ~~WCS~~, and KDE that:

- I. This MOA is a financial agreement between the parties. The term of this MOA will, by ratification, be ~~retroactively~~ effective as of July 1, 2016. ~~[BC-OoGSS1]~~ This Agreement shall be ~~automatically~~ renewed as of July 1, 2017, unless written notice is given by KDE or MCPS, after consultation with WCS, not later than March 1 of the intent to nonrenew ~~al~~. ~~[BC-OoGSS2]~~
- II. KDE, and MCPS, ~~and WCS~~, with the school districts through their superintendent, shall agree on an MCPS employee to be assigned to the Marion County Area Technology Center ("ATC") as the Kentucky Technical Center principal.
- III. The parties agree the job duties of the principal shall include, but not be limited to those duties listed on the attached document. ~~See Attachment A~~ ~~[BC-OoGSS3]~~.
- IV. MCPS shall pay the salary of the MCPS employee placed in the role of ATC principal.
- V. KDE agrees to reimburse MCPS for the salary of the ATC principal up to \$71,635.00.
- VI. It is understood and agreed by ~~both MCPS and WCS~~ that the Kentucky Technical Center Academic principal for the ATC will be subject to supervision of KDE, but be a certified employee to be evaluated with assistance and consultation with KDE, ~~jointly evaluated by the superintendent of both school districts~~ ~~[HD-OoCaTE4]~~.
- VII. The MCPS certified employee serving as the principal of the ATC shall be bound by policies and procedures of the MCPS, policies and procedures and regulations of KDE for Career and Technical Education, as well as those of the Education Professional Standards Board, and KRS 13A ethics laws.

VIII. In the event ~~either any~~ party to this Agreement feels the principal is not effectively performing his or her duties and responsibilities, ~~either party may cancel the contract at any time on 30 days' written notice. that party shall in writing state the reasons to the other parties for review. The superintendent of the MCPS solely has authority to take personnel action adverse to the principal pursuant to KRS 161.790.~~ In the event of the resignation, dismissal, or reassignment of the principal at the ATC, the superintendent of the MCPS shall provide written notice to the ~~KDE~~~~other parties to this Agreement~~. The filling of the vacancy for the principal shall be as required by law and in accord with Paragraph II, above.

IX. KDE, along with the MCPS ~~and WCS~~, by and through each ~~party's Commissioner/superintendent/designee/school district's superintendent/designee~~, shall take reasonable action to assure there is no discrimination under this Agreement against any individual on the basis of race, color, national origin, sex, religion, genetic information, or disability.

X. If, during the term of this Agreement, or an extension thereof, it is found that a specific provision or language used is illegal under Federal or State law or regulation, the remainder of the Agreement not affected by a ruling or determination shall remain in force.

XI. It is understood and agreed that as State agencies none of the parties hereto waive by entering into this Agreement any right that it may have to use the defense of sovereign immunity/governmental immunity or other immunity it may have to any claim which may be asserted against any party hereto.

XII. Nothing in this Agreement is intended by the parties and shall not be construed as creating rights, entitlements, and/or benefits of any kind whatsoever for anyone as a third-party beneficiary.

XIII. For purposes of notice or other communication requirements, the following addresses shall be utilized for the parties hereto:

Kentucky Department of Education

Attention: ~~Commissioner~~  
300 Sower Boulevard - 5<sup>th</sup> Floor  
Frankfort, KY 40601

Board of Education of Marion County

Attention: Superintendent  
755 East Main Street  
Lebanon, KY 40033

~~Board of Education of Washington County~~

~~Attention: Superintendent  
120 Mackville Hill  
Springfield, KY 40069~~

XIV. All questions as to the execution, validity, interpretation, and performance of this Agreement shall be governed by the laws of the Commonwealth of Kentucky. Furthermore, the parties hereto agree that any legal action which is brought on the basis of this agreement shall be filed in the Franklin Circuit Court of the Commonwealth of Kentucky. However, any issue of controversy or dispute believed to exist with regard to this Agreement by any party hereto shall first provide notice of such to the other parties

with thirty (30) calendar days to remedy the issue of controversy or dispute. Mediation shall be utilized prior to the initiation of litigation.

XV. This MOA and the Attachment shall constitute the entire agreement between the parties and supersedes any prior written or oral agreement. The terms and conditions of the MOA may be amended by mutual written consent of the parties.

XVI. KRS 45A.455 PROHIBITS CONFLICTS OF INTEREST, GRATUITIES, AND KICKBACKS TO EMPLOYEES OF THE BOARD OF EDUCATION IN CONNECTION WITH CONTRACTS FOR SUPPLIES OR SERVICES WHETHER SUCH GRATUITIES OR KICKBACKS ARE DIRECT OR INDIRECT. KRS 45A.990 PROVIDES SEVERE PENALTIES FOR VIOLATIONS OF THE LAWS RELATING TO GRATUITIES OR KICKBACKS TO EMPLOYEES WHICH ARE DESIGNED TO SECURE A PUBLIC CONTRACT FOR SUPPLIES OR SERVICES.

By affixing signatures below by a respective authorized agent, the parties agree that electronic approvals may serve as electronic signatures. In addition, each State agency verifies it is authorized to enter into this Agreement between parties and each accepts the terms of the Agreement and the Attachment.

#### KENTUCKY DEPARTMENT OF EDUCATION

_____ Signature	_____ Title
_____ Printed Name	_____ Date

#### MARION COUNTY PUBLIC SCHOOLS

_____ Signature	_____ Title
_____ Printed Name	_____ Date

Board of Education Approval Date: \_\_\_\_\_

#### ~~WASHINGTON COUNTY SCHOOLS~~

_____ <del>Signature</del>	_____ <del>Title</del>
_____ <del>Printed Name</del>	_____ <del>Date</del>

~~Board of Education Approval Date: \_\_\_\_\_~~