

## MEMORANDUM OF UNDERSTANDING



This Memorandum of Understanding, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2019, by and between Todd County Board of Education (hereinafter called the "Board"), and the Todd County Fiscal Court (hereinafter call the "County");

### WITNESSETH:

WHEREAS, previously, the District and the County with Hopkinsville Community College entered into a joint venture for the construction and staffing of a career and technical education center known as the Career Path Institute for the benefit of the community; and

WHEREAS, the Board and the County have determined it is in the best interest of the community to employ a director/chief operating officer for the career and technical school;

Now, therefor, in consideration of the benefit to be derived from the collaboration between the Board and the County, the parties agree as follows:

1. Term: The effective date of Memorandum of Understanding shall be July 1, 2019 and continue through June 30, 2020, subject to renewal.
2. Chief Operating Officer: The Board shall take the appropriate action to create a position of Chief Operating Officer for the career and technical school, including, but not limited to a description of the duties and expectations associated with the position.
3. Advertising: The Board and Fiscal Court shall cause to be advertised the position of Chief Administrator/ Operating Officer for the career and technical school and shall, as necessary, post the position, generate qualifications for the position, screen and interview applicants, and make a recommendation to the County, through the Board's superintendent, regarding an appropriate person to hired as the Chief Administrator/Operating Officer of the Career and Technical School.
4. Employment: The Chief Operating Officer/ Administrator of the Career and Technical School shall be employed by the Fiscal Court subject to the provisions of the preceding paragraph.
5. Compensation for services: In consideration for the services provided by the Chief Operating Officer/Administrator of the Career and Technical School, the parties agree to establish a salary for the position of \$75,000.00 per year. The Board shall pay the County 60% of its Chief Operating Officer/ Administrator's base salary and benefits. There may, from time to time, be adjustments in the compensation due to adjustments in the compensation of other employees of the County. The Board's reimbursement to the County of salary and benefits shall be paid in quarterly installments. The County shall invoice the

board quarterly for the payment. The payment shall be due on the 15<sup>th</sup> day of the first month following the end of each quarter of this agreement. Payment shall continue quarterly during the terms of this Memorandum of Understanding.

6. Employment Status: The Chief Operating Officer/ Administrator provided the District pursuant to this Memorandum of Understanding shall be an employee of the County; and, the County shall be solely responsible for workers compensation benefits, retirement benefits, and liability insurance coverage associated with the Chief Operating Officer/ Administrator's employment.
7. Supervision: Chief Operating Officer/ Administrator shall be supervised by the Superintendent of the Todd County Schools or his designee. The Superintendent of the Todd County Schools or his designee shall prepare and furnish to the Chief Operating Officer/ Administrator expectations for performance and goals associated with the education of adult and student learners, utilizing the Career and Technical School. The Chief Operating Officer/ Administrator shall be subject to statutes, administrative regulations and local board policies associated with certified employees of the Board. In the event disciplinary action is necessary, the Superintendent shall consult with the County Judge Executive; however, the decision of the Superintendent regarding the Chief Operating Officer/ Administrator's failure to abide by the statutes, administrative regulations, board policies and expectations created for the Chief Operating Officer/ Administrator of the Career and Technical School shall be final and binding upon the parties to this agreement.
8. Office: The Chief Operating Officer/ Administrator will be furnished an office in the career and technical school.
9. Professional Development: The Chief Operating Officer/ Administrator of the Career and Technical School shall be subject to and required to comply with the Professional Development requirements for certified personnel in a Kentucky Secondary School.
10. Renewal: This agreement shall continue from year to year unless terminated or modified. Either party may give 90 days written notice to the other of its intent not to renew this agreement. The parties recognize the budgets of the parties may from time to time be modified and such modifications are subject to agreement between the parties.

Entered into the date first above written.

Todd County Board of Education

---

Eric Harris, Chairman

Todd County Fiscal Court

---

Todd Mansfield, County Judge Executive

Prepared by:

---

Harold M. Johns  
Law Offices of Harold M. Johns  
12 Public Square  
P.O. Box 746  
Elkton, KY 42220  
Telephone: 270-265-2912