

MEMORANDUM OF UNDERSTANDING
FOR
CONTRACTOR AND CONSULTANT SERVICES

This Memorandum of Understanding ("MOU") is entered into by and between the Morgan County Board of Education ("Board") of West Liberty, Kentucky; the Kentucky Educational Development Corporation, Inc. ("KEDC") of Ashland, Kentucky; and Dr. C. Thomas Potter ("Contractor and Consultant") under the following terms and conditions:

Whereas, as the United States of America and the Commonwealth of Kentucky are currently in a state of emergency due to the Covid-19 Pandemic ("Pandemic");

Whereas, the Board needs an Education Professional Standards Board Certified Contractor and Consultant to supervise and implement services to the Board related to Pandemic mitigation procedures and finances;

Whereas, the Board would like for such a Contractor and Consultant to work with an organization which has resources to assist in the delivery of these Pandemic mitigation procedures and finance services;

Whereas, KEDC has access to a vast array of resources related to Pandemic mitigation and finance services; and,

Whereas, KEDC is willing to allow such a Contractor and Consultant to work at KEDC to provide these Pandemic mitigation and finance services to the Board;

Wherefore, the parties agree as follows:

1. The Contractor and Consultant will be assigned to work at KEDC for a period of 240 workdays for the 2021-2022 school year but will report directly to the Board.

2. The Contractor and Consultant will, at all times, remain under contract as the Contractor and Consultant under this MOU to the Board, not KEDC.

3. The Board will be responsible for any and all salary and fringe benefits of the Contractor and Consultant including, but not necessarily limited to, health insurance, salary withholdings, sick leave, personal leave, family medical leave, workers' compensation, Teachers Retirement System (TRS) employer's contributions, reimbursement of the Contractor and Consultant's TRS contributions and reasonable work-related expenses.

4. The daily rate the Board will pay the Contractor and Consultant will be \$ 495.83 per day, for 240 workdays, in addition to any and all fringe benefits including, but not necessarily limited to health insurance, withholdings, sick leave, personal leave, family medical leave, workers' compensation, Teachers Retirement System (TRS) employer's contributions, reimbursement of the Contractor and Consultant's TRS contributions and reasonable work-related expenses.

5. This MOU is entered into in and will be construed under the laws of the Commonwealth of Kentucky.

6. This MOU, as between the Board and KEDC, may be cancelled by either the Board or KEDC, with or without cause, by giving the other party thirty (30) calendar days advance notice.

7. In the event either the Board or KEDC cancel this MOU before the end of the 2021-2022 school year, the Contractor and Consultant will continue to provide the remainder of his 240 days of contractual and consulting services at the Board Central

Office for the remainder of the 2021-2022 school year and at the same terms and conditions as stated above in paragraphs one (1) through four (4).

8. This MOU may not be modified without the express consent of all parties.

Therefore, witness our signatures as follows:

HAVE SEEN AND AGREED TO:

MORGAN COUNTY BOARD OF EDUCATION

By: Mary Alice Adfield

Its: Chair

Date: March 9, 2021

KENTUCKY EDUCATIONAL DEVELOPMENT CORPORATION, INC.

By: _____

Its: Chief Executive Officer

Date: _____

CONTRACTOR AND CONSULTANT

Dr. C. Thomas Potter

Dr. C. Thomas Potter

Date: 3/9/2021