

Memorandum of Understanding

This Memorandum of Understanding is made and entered into this ___ day of August, 2017, by and between the Amelia County Board of Supervisors (“Board of Supervisors”) and the Amelia County School Board (“School Board”).

WHEREAS, the Board of Supervisors and School Board share a common goal of ensuring the efficient use of local, state, and federal government funds;

WHEREAS, the Board of Supervisors and School Board desire to work together in an equitable, fiscally sound, and mutually supportive manner;

WHEREAS, the Board of Supervisors desires to provide additional support for and oversight of the financial operations of the Amelia County Public Schools; and

WHEREAS, the School Board agrees to accept additional support for and oversight of the financial operations of the Amelia County Public Schools.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein the Board of Supervisors and School Board agree as follows:

1. The Board of Supervisors and the School Board, acting through their designees, who are the County Administrator and Division Superintendent, respectively shall jointly develop and agree upon job descriptions for a Director of Finance (the “Schools Finance Director”) and up to two finance department staff (the “Finance Staff”) to serve the Amelia County Public Schools.
2. Subject to the mutually agreed upon job descriptions provided for in paragraph 1, the Board of Supervisors shall employ the Schools Finance Director and up to two Finance Staff to be assigned to the Amelia County Public Schools. The Schools Finance Director and Finance Staff shall remain employees of the Board of Supervisors. The Schools Finance Director shall report to the County Administrator. The Finance Staff shall report to the Schools Finance Director. As of the date of this Memorandum of Understanding the School Board shall eliminate the positions of Accounts Payable Clerk and Payroll Clerk. The Board of Supervisors agrees to employ the individuals currently serving in those positions on a temporary, interim basis, for 30 days from the date of this Memorandum of Understanding as the Finance Staff. Both individuals may apply for any permanent Finance Staff positions to be advertised and filled by the Board of Supervisors. In the event that the Board of Supervisors does not retain either of these individuals on a full time basis, then such individual shall be paid two months’ salary as a severance, such salary to be paid out of funds identified in the FY 2018 School Board budget, unless otherwise agreed to by the County Administrator.
3. The County Administrator shall receive and consider input from the Division Superintendent regarding the selection of the Schools Finance Director and Finance Staff.

4. While the Schools Finance Director and Finance Staff shall report to the County Administrator and be employed by the Board of Supervisors, they shall provide to the School Board, Superintendent, and relevant Amelia County Public Schools staff in a responsive and timely manner all support reasonably necessary for the efficient financial operations of the Amelia County Public Schools. In addition, consistent with the agreed upon job descriptions, the Superintendent shall be entitled to receive all relevant financial information and records from the Schools Finance Director and Finance Staff upon request. The School Finance Director and County Finance Director shall meet regularly (but not less frequently than once a month) to ensure that school and county accounts are being properly reconciled, federal and state reimbursements are being requested in a timely manner and other financial issues are being promptly and satisfactorily resolved.
5. The School Board shall include in its annual budget request to the Board of Supervisors an amount sufficient to fund the salaries, benefits and expenses of the Schools Finance Director and Finance staff, which the Board of Supervisors agrees to include in its annual appropriation for the School Board. The county will invoice the school system quarterly for reimbursement of these costs, which the School Board agrees to pay within 30 days of receipt.
6. Nothing herein shall be construed to usurp the School Board's authority pursuant to Article VIII, § 7 of the Constitution of Virginia and §§ 22.1-88 and 89 of the Code of Virginia, to control the expenditure of funds appropriated to it.
7. The initial term of this Memorandum of Understanding shall be through June 30, 2020, unless terminated earlier by mutual written agreement of the parties. Unless terminated by either party at least 90 days prior to the end of the initial term, this Memorandum of Understanding shall automatically renew through June 30, 2023. This Memorandum of Understanding may also be extended for additional terms and with other conditions by mutual written agreement of the parties.

Amelia County Board of Supervisors

By: _____
Chairman

and

County Administrator

Amelia County School Board

By: _____
Chairman

and

Superintendent