

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding made by and between **Heritage Christian Academy** ("HCA"), acting by and through Tom Morgan, Chairman of the Board, and Dawn Ligibel, Secretary of the Board, of 85 Sandcut Road, Madisonville, Kentucky 42431, and the **Hopkins County Board of Education**, acting by and through its Chairman J.W. Durst and Secretary Deanna Ashby ("HCBOE"), of 320 South Seminary Street, Madisonville, Kentucky 42431.

WITNESSETH

Whereas, HCA has in its employment two (2) teachers certified by the Kentucky Department of Education to provide Title II mentoring services; and

Whereas, HCBOE has provided HCA with the Title II mentoring services proportionate amount up to \$631.76 between both teachers for the 2018-2019 school year; and

Whereas, HCA and HCBOE have agreed upon a plan to share the instructional services of HCA's teachers for its students in need of Title II mentoring services.

Now, therefore, it is agreed as follows:

1. **Purpose of Agreement.** The purpose of this document is to confirm an agreement between HCA and HCBOE relative to those services to be provided to HCBOE by Dawn C. Ligibel ("Ligibel") and Lassie Bowles ("Bowles") who are employed by HCA as teachers. Ligibel and Bowles are certified employees assigned by HCA to provide Title II mentoring services to students. Ligibel and Bowles will perform Title II professional duties for HCBOE until available Title II proportionate funds have been ended or depleted no later than May 10, 2019.

2. **Duties.** Ligibel's and Bowles' duties for HCBOE shall include providing Title II mentoring services to identified staff at HCA all in accordance with that job description adopted by HCBOE for this position.

3. **Compensation.** HCBOE will reimburse Ligibel's services at HCA at the rate of \$24.00 per hour and Bowles' services at HCA at the rate of \$22.00 per hour for a total of up to \$631.76 between both teachers for the 2018-2019 school year. HCBOE will make its reimbursement payments directly to Ligibel and Bowles on a monthly basis based upon timesheets. Invoices will be prepared by Ligibel and Bowles and sent to HCBOE on or before the fifth day of the month in which a payment is due and HCBOE will return the required payments to Ligibel and Bowles.

4. **Legal Effect.** Nothing contained herein shall be construed as making Ligibel and Bowles employees of HCBOE, for any purpose, it being fully understood by the parties that they will continue to be and remain tenured employees of HCA.

5. **Effective Date.** The effective date of this agreement shall be upon its execution.

This _____ day of February, 2019.

Heritage Christian Academy

By: _____
Tom Morgan, Chairman of Board

By: _____
Dawn Ligibel, Secretary of Board

Hopkins County Board of Education

By: _____
J.W. Durst, Chairman

By: _____
Deanna Ashby, Secretary