## AGREEMENT

This Agreement made by and between the Marshall County Board of Education acting by and through its Chairman, Randy Travis, and Secretary, Trent Lovett ("Marshall"), of 86 High School Road, Benton, KY 42025, and the Hopkins County Board of Education acting by and through its Chairman, J.W. Durst, and Secretary, Dearing D. Ashby, ("Hopkins"), of 320 South Seminary Street, Madisonville, KY 42431.

## WITNESSETH

Whereas, Marshall has in its employment a teacher certified by the Kentucky

Department of Education to teach hearing impaired students; and

Whereas, Hopkins has hearing impaired students that need to obtain instruction from a teacher certified to teach such students; and

Whereas, Marshall and Hopkins have agreed upon a plan to share the instructional services of Marshall's teacher for its hearing impaired students.

Now, therefore, it is agreed as follows:

1. Purpose of Agreement. The purpose of this document is to confirm an agreement between Marshall and Hopkins relative to those services to be provided to Hopkins by Debra Wagner who is employed by Marshall as a teacher for hearing impaired students. Debra Wagner ("Wagner") is a certified employee with a specialization in the teaching of hearing impaired students. Wagner will perform professional duties for Hopkins two (2) consecutive days per week for the school year commencing August 7, 2019, and ending June 30, 2020, for a minimum of seventy-four (74) days of the one hundred eighty-six (186) day school calendar in effect for this year.

- 2. <u>Duties</u>: Wagner's duties for Hopkins shall include but not be limited to providing instruction to the hearing impaired students enrolled in the Hopkins County schools all in accordance with that job description adopted by Hopkins for this position.
- 3. Compensation. Hopkins will reimburse Marshall for Wagner's services at Hopkins at the rate of \$341.51 per day for a total of \$25,271.40 for the 2019-2020 school year. Hopkins will make its reimbursement payments to Marshall in two (2) installments, one payment to be made in January of 2020 and the other in May of 2020. An invoice will be prepared by Marshall and sent to Hopkins on or before the fifth day of the month in which a payment is due and Hopkins will return the required payment within thirty (30) days to Marshall to the attention of Jill Monroe, Finance Officer of Marshall County Schools.
- 4. Expense Reimbursement. Any approved expenses Wagner may incur in providing services to Hopkins under this agreement including but not limited to mileage on her personal vehicle are to be paid to Wagner directly by Hopkins, and Marshall will have no responsibility for any of same. Any of Wagner's expenses subject to reimbursements under this agreement must be approved in advance by Hopkins Director of Special Education.
- 5. <u>Evaluation</u>. Marshall and Hopkins shall each be responsible for evaluating Wagner's performance of her duties as a teacher in their District and the evaluations made by one District shall have no application in the other District.
- 6. <u>Legal Effect</u>. Nothing contained herein shall be construed as making Wagner an employee of Hopkins, for any purpose, it being fully understood by the parties that she will continue to be and remain a tenured employee of Marshall.

- 7. <u>Effective Date</u>. The effective date of this agreement shall be August 7. 2019.
- 8. <u>Termination</u>: The Contract shall terminate and be of no further force and effect should Wagner cease to be a certified employee of Marshall.

This the 20th day of June, 2019.

MARSHALL COUNTY BOARD OF EDUCATION

BY:

RANDETRAVIS. Chairman

TRENT LOVETT Superintendent/Secretary

HOPKINS COUNTY BOARD OF EDUCATION

BY:

J.W. DURST Chairman

DEANNA D. ASHBY Superintendent/Secretary