

MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT (hereinafter referred to as the “MOA”) is made this 1st day of October, 2025, by and between the Barren County Board of Education (“Barren County”) and the Allen County Board of Education (hereinafter “Allen County”).

WHEREAS, through a Memorandum of Agreement with the Kentucky Department of Education, Barren County is responsible for the operation of a regionally-based Migrant Education Program (“Central Region Migrant Education Program”), which includes but is not limited to the identification and recruitment of all eligible migrant children and youth and the provision of services to migrant children and youth; and

WHEREAS, Allen County is located within the region assigned to Barren County for implementing the Central Region Migrant Education Program; and

WHEREAS, eligible migrant children and youth reside within the boundaries of Allen County, and Allen County is desirous of providing services to these eligible children and youth through a reimbursement arrangement with Barren County under the Migrant Education Program.

NOW THEREFORE, in consideration of the foregoing premises, the mutual covenants and conditions contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Barren County and Allen County hereby covenant and agree as follows:

1. **Services.** Allen County agrees to provide academic instructional services before, during, after-school, and/or summer instruction, and support services for migrant children

and youth residing within Allen County who have been identified as eligible to receive supplemental educational and barrier-reducing services. Services provided by staff will be documented in the Migrant Education Web App database. Allen County further agrees to adhere to all Central Region Migrant Education Program guidelines.

2. **Compensation.** Allen County shall hire and maintain staff to identify, recruit, and provide said services. Allen County shall require all Migrant Education staff paid under this MOA to adhere to and carry out program requirements stipulated in the Service Delivery Plan. All relevant documentation for expenses incurred will be made available to Barren County for reimbursement. Documentation will include timesheets, recruiting logs, mileage log reimbursements, receipts, and purchase orders for all expenditures paid out of Migrant Education funds. Travel reimbursements must include mileage logs that clearly list the starting and ending points of each trip. In exchange for the instruction and support, Allen County shall not be reimbursed for the travel time of its employees, but will be reimbursed for the mileage expenses of its employees, beginning at each employee's primary work location and ending at the last location where school business occurs, at the Kentucky Department of Education rate. Mileage reimbursement will not be provided for home-to-work and work-to-home travel. Barren County is not responsible for payment of any other out-of-pocket expenses incurred by Allen County unless pre-approved in writing by Barren County. Invoices may be submitted to Barren County Board of Education for reimbursement either monthly or quarterly. Monthly reimbursement is due by the 5th calendar day following the end of each month. Quarterly reimbursement is due by the 5th calendar day following the end of the last month of the quarter. All reimbursement requests must include prior approval through purchase orders, along with itemized receipts and invoices, as applicable. Allen County must include an accounting report (such as a Munis or Enterprise ERP report) with each

reimbursement request. This report should align with the approved budget and provide a detailed breakdown of expenses. Barren County will pay approved invoices within 30 days of receipt. The last day for eligible expenditures is September 30, 2026. As an exception to the standard monthly/quarterly reimbursement schedule, the final deadline for submitting all reimbursement requests from Allen County is October 31, 2026.

3. **Term.** The effective commencement date of this MOA shall be **October 1**, 2025. The term of this MOA shall continue through **September 30, 2026**; however, either party may terminate this MOA, with or without cause, by giving 10 days' written notice to the other party. Upon termination, all monies due to Allen County shall be paid in full.

The terms of this MOA are agreed to and accepted by the following duly authorized representatives of the parties.

Date: _____

Barren County Board of Education

Amy Irwin, Superintendent

Date: _____

Allen County School District

Travis Hamby, Superintendent