

Memorandum of Agreement
For Fiscal Year 2026-2027
Between the
Menifee County Board of Education
And
Powell County Board of Education

This is a Memorandum of Agreement between Menifee County Board of Education, (MCBOE), P.O. Box 110, 440 Wynn Flat Rd., Frenchburg, KY 40322, and Powell County Board of Education (PCBOE), P.O. Box 430,691 Breckinridge St., Stanton, KY, 40380, for the purpose of establishing terms and conditions for reimbursing PCBOE for the services of **Michelle Patton** between 07/01/2026, and 06/30/2027.

MCBOE agrees to the following:

- Utilize the service of **Michelle Patton** for a period of 2 days per week scheduled during school calendar days, between 07/01/2026, and 06/30/2027, in the capacity of a Visually Impaired Teacher to administer services for visually impaired students, complete written reports, attend ARC meetings and facilitate all services for visually impaired students.
- Reimburse PCBOE, quarterly (Oct 1st, Jan 1st, April 1st, June 15th), for the daily wage rate of \$349.9567, as well as the costs of associated benefits normally provided to the employee at the district's expense, as calculated below.
- Provided space and access to associated records to **Michelle Patton** as well as maintain records pertaining to workdays completed and forward such information to MCBOE quarterly.
- MCBOE agrees to reimburse **Michelle Patton** for travel. Reimbursement shall be provided at the current mileage rate established by Menifee County Board Policy. Requests for reimbursement must be submitted within 30 days of travel.

PCBOE agrees to:

- Pay **Michelle Patton** at her 2026-2027 salary level as indicated in the PCBOE approved salary scale for teachers and provide benefits normally provided to teachers with the school district.
- Release **Michelle Patton** to work for MCBOE for the above-mentioned days for school year 2026-2027 according to all terms of this MOA.
- Allow **Michelle Patton** to be directly supervised by the MCBOE Director of Personalized Learning for the above-mentioned days.

Therefore, the parties agree to the personnel cost (salary, costs, and fringe benefits) as follows:

SALARY:

Cost for no more than 72 days	\$25,196.89
Employer Medicare Contribution (1.45%)	\$365.35
Unemployment Insurance (1%)	\$251.97
Worker’s Compensation (.0455%)	\$11.46
TRS (3%)	\$755.9067
Daily Cost	\$369.18
Total Annual Cost for Personnel:	\$26,581.58

GENERAL PROVISIONS

1. Confidentiality (FERPA/HIPAA): Both parties agree to comply with the Family Educational Rights and Privacy Act (FERPA) and the Health Insurance Portability and Accountability Act (HIPAA). All student records shall remain confidential and be shared only with authorized personnel as required by law.
2. Background Checks: PCBOE certifies that Michelle Patton has undergone all required Kentucky criminal background checks and Child Abuse and Neglect (CAN) checks pursuant to KRS 160.380.
3. Non-Discrimination: Both districts agree to comply with all federal and state non-discrimination laws, including Title VI, Title IX, and Section 504.
4. Liability: To the extent permitted by Kentucky law (including the provisions of KRS 411.182), each board shall be responsible for its own acts and omissions. This agreement does not waive any sovereign or governmental immunity. This agreement is not intended to and does not create any third-party rights.
5. Termination: Either party may cancel this agreement for cause at any time, or without cause upon thirty (30) days’ written notice to the other party.
6. Governing Law: This agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky.

Joshua Kincaid, Superintendent
Menifee County Board of Education

Date

Sarah Wasson, Superintendent
Powell County Board of Education

Date