



**FLOYD COUNTY BOARD OF EDUCATION**  
**Danny Adkins, Superintendent**  
**106 North Front Avenue**  
**Prestonsburg, Kentucky 41653**  
**Telephone (606) 886-2354 Fax (606) 886-4550**  
**www.floyd.kyschools.us**

**Sherry Robinson- Chair - District 5**  
**Dr. Chandra Varia, Vice-Chair - District 2**  
**Linda C. Gearheart, Member - District 1**  
**William Newsome, Jr., Member - District 3**  
**Rhonda Meade, Member - District 4**

**Action/Discussion Item:** Retroactively consider/approve the Memorandum of Agreement between the Floyd County Board of Education and Kentucky Valley Educational Cooperative for the employment of Stephanie Kidd as Special Education Gap Closure Consultant/Math specialist for KVEC for a period of July 1, 2018 through June 30, 2019. The contract may be extended if both parties agree.

**Applicable Statutes or Regulations:** BOE Policy 0.11 Powers and Duties of the Local Board of Education.

**Background and major Policy Implications:** Stephanie Kidd has been offered continuing employment as Special Education Gap Closure Consultant/Math Specialist at KVEC. KVEC has agreed to reimburse Floyd County Schools for the salary for the period of July 1, 2018 through June 30, 2019. If both parties agree, the contract can be extended.

**Fiscal Budgetary Impact:** None. KVEC will reimburse Floyd County Schools for the salary of Stephanie Kidd.

**Alternatives:** None proposed.

**Recommended Action:** To approve the Memorandum of Agreement with KVEC and FCS.

**Contact Person:** Angela Duncan, Director of District Wide Services (Human Resources)  
606.886.5525

**Date:** July 11, 2018

  
Superintendent

  
Director

# **Memorandum of Agreement**

## **By and Between**

**Kentucky Valley Educational Cooperative  
And  
Floyd County Board of Education**

THIS EMPLOYMENT AGREEMENT, entered into on this the 1st day of July, 2018, by and between the Kentucky Valley Education Cooperative, Kentucky Career Center, 412 Roy Campbell Drive, Hazard, KY 41701, hereafter referred to as KVEC, and the BOARD OF EDUCATION OF FLOYD COUNTY SCHOOLS - PRESTONSBURG, KENTUCKY, a political subdivision of the Commonwealth of Kentucky, ("Board"), 106 North Front Avenue, Prestonsburg Kentucky 41653 and Stephanie Kidd, an employee of the Floyd County School District, Kentucky.

### **WITNESSETH:**

WHEREAS, KVEC is sponsoring the KVEC Special Education Gap Closure Consultant/Math Specialist and

WHEREAS, the Board, pursuant to Chapter 160 of the Kentucky Revised Statutes, is to control and manage the School District for Floyd County; and

WHEREAS, (Stephanie Kidd) is a tenured employee of the District in a position at Floyd County School District and

WHEREAS, the KVEC desires to contract for the services of Stephanie Kidd as an KVEC Special Education Gap Closure Consultant/Math Specialist at KVEC; and

WHEREAS, the Board wishes to permit Stephanie Kidd to provide such services as are necessary for the success of the Special Education Program with KVEC.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, it is agreed between the parties hereto as follows:

### **ARTICLE I - PERFORMANCE**

1. Scope - The Board agrees to allow Stephanie Kidd's services to be utilized as a KVEC Special Education Gap Closure Consultant/Math Specialist with the KVEC for 220 days x \$305.34 (number of days of employment x daily rate + fringe benefits) (220 x \$305.34 =

\$65,401.60 + fringe benefits-Medicare - \$974.03, Retirement - \$2,015.23, Unemployment - \$70.80) = \$70,234.28

2. Term – The period of performance of this contract is from July 1, 2018 through June 30, 2019, and may be extended upon mutual agreement of the parties.
3. Responsibilities - The specific terms and conditions of Stephanie Kidd's contract with the Board remain under the control of the Board and the appropriate statutes controlling Stephanie Kidd's tenure and certification. Stephanie Kidd shall work 220 workdays for the KVEC.

The KVEC shall be responsible for the content and progress of Stephanie Kidd regarding those specific requirements for performance in agreement with the demands of her position of KVEC Special Education Gap Closure Consultant/Math Specialist.

4. Compensation and Insurance - The KVEC agrees to reimburse the Board, on a cost reimbursement basis for performance of work under Paragraphs 1 and 3, above, as prescribed by the single salary schedule, cost of benefits, and extended year provisions found in the policies and procedures of the Board. The amount reimbursed by KVEC shall be that amount shown on the official salary schedule of the Board.

Any purchases of supplies and equipment by Stephanie Kidd or by the KVEC for the Special Education Program shall not be the responsibility of the Board.

The Board shall bill KVEC on a quarterly basis and shall include in its invoices all costs related to Stephanie Kidd services. Quarters shall end on September 30, December 31, March 31, and June 30. Upon receipt of invoices from the Board, KVEC shall make proper payment no later than thirty days (30) after the end of that quarter. The Board's policies governing salaries, wages, and fringe benefits shall apply to all monies paid to Stephanie Kidd.

The Board shall maintain books, records, documents, and accounting procedures and practices sufficient to reflect properly all direct and indirect costs of whatever nature it claims to have incurred due to the performance of this contract.

## ARTICLE II - TERMINATION

1. Written Notice of Breach - In the event that any party shall breach any term, provision, or condition of this Agreement, any other party, in addition to remedies available at law or

equity, shall be entitled to terminate this Agreement upon thirty (30) days prior written notice to the party in breach and to all other parties.

2. Availability of Position - Should termination of this contract occur, the Superintendent will determine the availability of Stephanie Kidd's previous position within the Floyd County School District. The Board does not guarantee that Stephanie Kidd's previous position in the District will be available to him following termination for cause or expiration of this Agreement. The Board does guarantee Stephanie Kidd that she will maintain his rank and salary level and will be placed in a position comparable to his previous position and may return to his previous position if it has not been filled by a qualified permanent appointment.

### **ARTICLE III – DIRECTION AND CONTROL OF EMPLOYEE**

1. It is recognized Stephanie Kidd is under the direction and control of KVEC while performing services for KVEC under this Agreement. The Board shall not be responsible for the actions or omissions of Stephanie Kidd while she is performing KVEC duties, including those which result in claims of injuries by others, including personal and property damages because of any negligent or willful act or omission by KVEC or Stephanie Kidd arising out of or in the course of the professional services performed for KVEC under this Agreement. Provided, however, the KVEC shall promptly notify the Board of any claim that may give rise to liability of the KVEC under this paragraph.

### **ARTICLE IV - AMENDMENTS**

1. Amendments - This Agreement may be amended at any time by mutual agreement of the parties, provided that before any amendment shall be operative, it shall be reduced to writing and executed by the KVEC, the Board and Stephanie Kidd.
2. Notices - All written notices under this Agreement shall be sent to the parties at the following addresses:
  - Kentucky Valley Education Cooperative  
Kentucky Career Center, 412 Roy Campbell Drive  
Hazard, KY 41701
  - Floyd County Board of Education  
106 Front Avenue  
Prestonsburg, KY 41653
  - Stephanie Kidd  
POB 7

Auxier, KY 41602

Invoices for amounts due the Board under this Agreement shall be sent to the KVEC at the following address:

Kentucky Valley Education Cooperative  
Kentucky Career Center, 412 Roy Campbell Drive  
Hazard, KY 41701  
Attention: Dr. Jeff Hawkins

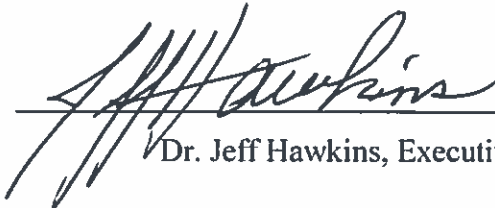
3. Severability - If any section, paragraph, or clause of this Agreement shall be held invalid by a court of competent jurisdiction, the invalidity of said section, paragraph, or clause shall not affect any remaining provisions.

4. Governing Law - This Agreement is deemed to be made under and shall be governed by and construed according to the laws of the Commonwealth of Kentucky.

IN WITNESS WHEREOF, the parties have hereunto set their hands on the day and year first above written.

Kentucky Valley Education Cooperative  
Kentucky Career Center, 412 Roy Campbell Drive  
Hazard, KY 41701

By: \_\_\_\_\_




Dr. Jeff Hawkins, Executive Director

BOARD OF EDUCATION OF FLOYD COUNTY SCHOOLS

BY: \_\_\_\_\_

(Name of Chairman), Chairman



Floyd County Superintendent



Stephanie Kidd