

EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT, entered into on this 20th day of May, 2019 by and between the Kentucky Valley Education Cooperative, 412 Roy Campbell Drive, Hazard KY 41701, hereafter referred to as KVEC, and the BOARD OF EDUCATION OF BREATHITT COUNTY, KENTUCKY, a political subdivision of the Commonwealth of Kentucky, ("Board"), 420 Court Street, P.O. Box 750, Jackson, KY 41339, and Danna Duff, an employee of the Breathitt County School District, Kentucky.

WITNESSETH:

WHEREAS, KVEC is sponsoring the Reading Recovery Teacher Leader and

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

WHEREAS, (Danna Duff) is a tenured employee of the District in a teaching position at Breathitt County and

WHEREAS, the KVEC desires to contract for the services of Danna Duff as a Reading Recovery Teacher Leader at KVEC; and

WHEREAS, the Board wishes to permit Danna Duff to provide such services as are necessary for the success of the Reading Recovery 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 Danna Duff services to be utilized as a Reading Recovery Teacher Leader with the KVEC for 215 days x \$327.61 (plus \$2,000 National Board Certification stipend) = \$70,436.24 + \$3,513 (B.C.B.O.E fringe) = \$73,949.15(Total Reimbursement).
2. (number of days of employment x daily rate = total annual salary)

3. Term – The period of performance of this contract is from July 1, 2019 through June 30, 2020, and may be extended upon mutual agreement of the parties.
4. Responsibilities - The specific terms and conditions of Danna Duff contract with the Board remain under the control of the Board and the appropriate statutes controlling Danna Duff tenure and certification. Danna Duff shall work 215 work days for the KVEC.

The KVEC shall be responsible for the content and progress of Danna Duff regarding those specific requirements for performance in agreement with the demands of his position of Reading Recovery Teacher Leader. All information, data, programs, and other work product created by Danna Duff shall be accessible to the Breathitt County School District Superintendent (“Superintendent”) for any reasonable purpose required by the Board.

5. 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 Danna Duff or by the KVEC for the Reading Recovery 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 Danna Duff services. Quarters shall end on September 30, 2019, December 31, 2019, March 31, 2020, and June 30, 2020. 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 Danna Duff.

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 Danna Duff's previous position within the Breathitt County School District. The Board does not guarantee that Danna Duff's previous position in the District will be available to her following termination for cause or expiration of this Agreement. The Board does guarantee Danna Duff that she will maintain her rank and salary level and will be placed in a 185 day position comparable to her previous position and may return to her previous position if it has not been filled by a qualified permanent appointment.

ARTICLE III – DIRECTION AND CONTROL OF EMPLOYEE

1. It is recognized Danna Duff 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 Danna Duff 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 Danna Duff 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 Danna Duff.
2. Notices - All written notices under this Agreement shall be sent to the parties at the following addresses:

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

Breathitt County Board of Education
P.O Box 750
420 Court Street
Jackson, KY 41339

Danna Duff
323 Kennedy Road
Hazard, KY 41701

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

Kentucky Valley Education Cooperative
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

412 Roy Campbell Drive

Hazard, KY 41701

BY:

Executive Director

BOARD OF EDUCATION OF BREATHTT COUNTY, KENTUCKY

BY:

(Name of Chairman), Chairman

(Name of Secretary), Secretary

(Name of Teacher)