



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

Date: January 17, 2020

Consent Agenda Item (Action Item): Consider/Approve the Memorandum of Agreement between Kentucky Valley Educational Cooperative (KVEC) and Floyd County Board of Education for the employment Mary Slone as the KVEC/Narrative 4 Professional Learning Lead from January 28, 2020 through June 30, 2020.

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

Budget/Financial Issues: None, KVEC will reimburse Floyd County Schools for the salary of Mary Slone.

Background and Rationale: Mary Slone has been offered continuing employment as KVEC/Narrative 4 Professional Learning Lead at KVEC. KVEC has agreed to reimburse Floyd County Schools for the salary for the period of January 28, 2020 through June 30, 2020.

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

Contact Person(s): Angela Duncan, Executive Officer of Operations

Angela Duncan
Director

Danny Adkins
Superintendent

Memorandum of Agreement

By and Between

Kentucky Valley Educational Cooperative

And

Floyd County Board of Education

THIS EMPLOYMENT AGREEMENT, entered into on this the 27th day of January 2020, 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 Mary Slone, an employee of the Floyd County School District, Kentucky.

WITNESSETH:

WHEREAS, KVEC is sponsoring the KVEC/Narrative 4 Professional Learning Lead 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, (Mary Slone) 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 Mary Slone as a KVEC/Narrative 4 Professional Learning Lead at KVEC; and

WHEREAS, the Board wishes to permit Mary Slone to provide such services as are necessary for the success of the KVEC/Narrative 4 Project 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 Mary Slone's services to be utilized as a KVEC/Narrative 4 Professional Learning Lead with the KVEC for 30 days x \$312.60 (30 days of employment x daily rate = 9,378.00) + related fringe benefits.
2. Term – The period of performance of this contract is from January 28, 2020 through June 30, 2020 and may be extended upon mutual agreement of the parties.

3. Responsibilities - The specific terms and conditions of Mary Slone's contract with the Board remain under the control of the Board and the appropriate statutes controlling Mary Slone's tenure and certification. Mary Slone shall work 30 workdays for the KVEC.

The KVEC shall be responsible for the content and progress of Mary Slone regarding those specific requirements for performance in agreement with the demands of his position of KVEC/Narrative 4 Professional Learning Lead.

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 Mary Slone or by the KVEC for the KVEC/Narrative 4 Professional Learning Lead 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 Mary Slone services. Quarters shall end on 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 Mary Slone.

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 Mary Slone's previous position within the Floyd County School District. The Board does not guarantee that Mary Slone previous position in the District will be available to him following termination for cause or expiration of this Agreement. The Board does guarantee Mary Slone that she will maintain her 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 Mary Slone 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 Mary Slone while he 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 Mary Slone 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 Mary Slone.
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 North Front Avenue
Prestonsburg, Kentucky 41653
 - Mary Slone
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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: _____

Executive Director

BOARD OF EDUCATION OF FLOYD COUNTY SCHOOLS

BY: _____

(Name of Chairman), Chairman

Floyd County Superintendent

Mary Slone