



**FLOYD COUNTY BOARD OF EDUCATION**  
**Danny Adkins, Superintendent**  
**442 KY RT 550**  
**Eastern, KY 41622**  
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**Sherry Robinson- Chair - District 5**  
**William Newsome, Jr., Vice-Chair - District**  
**Linda C. Gearheart, Member - District 1**  
**Dr. Chandra Varia, Member- District 2**  
**Rhonda Meade, Member - District 4**

**Consent Item**

**DATE: May 4, 2020**

**ACTION/DISCUSSION ITEM:** Consider/approve renewal of consulting agreement with KVEC.

**APPLICABLE STATUTE, REGULATION, BOE POLICY:** KRS BOE Policy 01.11

**BACKGROUND AND MAJOR POLICY IMPLICATIONS:** The KVEC will provide the Board with the direct services of an educational financial consultant for 140 days. Consultant will work with the Board on items, topics and services that directly benefit the board in keeping with sound financial policy and adhering to best practice in school finance and accounting.

**FISCAL IMPACT:** The agreed upon rate shall not exceed a total of \$55,300 plus related fringe and required working expenses to be paid from general fund through June 30, 2021.

**RECCOMENDED ACTION:** Approve/adopt as presented.

**CONTACT PERSONS:** Danny Adkins, Superintendent

**Superintendent**

## **CONSULTANT SERVICES AGREEMENT**

THIS CONSULTANT SERVICES AGREEMENT, entered into on this the \_\_\_\_ day of \_\_\_\_\_, 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.

### **WITNESSETH:**

WHEREAS, KVEC is providing educational financial consulting services, 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, the Board desires to contract for the services of educational financial consulting at KVEC; and

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 contract for services to be utilized as educational financial consulting with the KVEC for up to 140 days x \$395.00 (number of days of employment x daily rate + fringe benefits) (140 days x \$395.00 = \$55,300 + fringe benefits)
2. Term – The period of performance of this contract is from July 1, 2020 through June 30, 2021 and may be extended upon mutual agreement of the parties.
3. Responsibilities – The KVEC will provide the Board with the direct services of an educational financial consultant for 140 days. Consultant will work with the Board on items, topics and services that directly benefit the board in keeping with sound financial policy and adhering to best practice in School Finance and accounting.
4. Compensation and Insurance - The Board agrees to reimburse the KVEC, on a cost reimbursement basis for performance of work under Paragraphs 1, 2 and 3, above, as prescribed in the daily contract rate in paragraph 1, plus the cost of mandatory benefits, and extended year provisions found in the policies and procedures of the KVEC. The amount reimbursed to the KVEC by the Board shall be that amount shown in paragraph 1 and include associated fringe, retirement payouts if applicable, required travel and registration

fees of consultant when attendance at events is required by the Board as part of services provided in this agreement.

The KVEC shall bill the Board on a quarterly basis and shall include in its invoices all costs related to the Educational Financial Consultant's services. Quarters shall end on September 30, 2019, December 31, 2019, March 31, 2020, and June 30, 2020. Upon receipt of invoices from the KVEC, the Board shall make proper payment no later than thirty days (30) after the end of that quarter. The KVEC's policies governing salaries, wages, and fringe benefits shall apply to all monies paid to Educational Financial Consultant.

The KVEC 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.

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

1. It is recognized that the Educational Financial Consultant 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 Educational Financial Consultant while he/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 Educational Financial Consultant 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 Educational Financial Consultant.
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  
Educational Financial Consultant

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

Floyd County Board of Education  
106 North Front Avenue  
Prestonsburg Kentucky 41653  
Attention: Mr. Danny Adkins

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