## **CONTRACT**

This AGREEMENT, made and entered into this day of,		
, and between, Social Security Number,		
, Kentucky,		
, (Hereinafter referred to as the "Contractor"), and LICKING VALLEY RURAL		
ELECTRIC COOPERATIVE CORPORATION, 271 MAIN STREET, WEST		
LIBERTY, KENTUCKY, (Hereinafter referred to as the "Cooperative").		
I,, have been provided with a copy of, and fully		
understand the Law for Fair Labor Standards Act (FLSA), that went into effect on		
, and freely accept and agree to the terms of this		
Contract, hereby waiving any legal action, claim or recourse against the Cooperative, its		
Board of Directors or employees, for any present or future claim that may exist or arise as a		
result of my "on-call" work for the Cooperative.		

WITNESSETH: That for and in consideration of the mutual covenants and obligations outlined herein, the Contractor will/shall assume and perform the duties of dispatching and receiving the Cooperative electric telephone calls pertaining to electrical outages when requested by the Cooperative after normal business or work hours of operations of the Cooperative. The Contractor further agrees, when circumstances dictate, to furnish and perform all of the labor necessary, to perform this "on-call" work. However, when a major electrical outage occurs due to inclement weather or other event, then

Contract

Page 02 of 05

additional personnel and assistance will be provided by the Cooperative to help the Contractor perform this "on-call" work.

- 1. In performing this "on-call" work, the Contractor shall provide complete telephone and dispatching for the Cooperative as prescribed above; however, the Contractor shall be free to trade "on-call" work, and free to come and go during the time they are "on-call" and may use a cell phone and/or pager.
- 2. The Contractor shall perform and carry out the "on-call" work in accordance with the directions and instructions of the General Superintendent or executive management of the Cooperative and in the absence of specified directions for any particular type of work in the manner best suited to the conditions of the "on-call" work in furtherance of the Cooperative's business obligations and goals.
- 3. The Cooperative shall pay to the Contractor for the "on-call" work two hundred fifty dollars (\$250.00) each bi-weekly payroll check. Contractor shall perform this "on-call" work the equivalent of thirteen (13) weeks per calendar year. All Contractors are required to maintain a record of their actual hour(s) worked by maintaining a complete detailed written time sheet. Contractor understands and agrees that any actual work performed in compliance with this Contract shall be paid the most current minimum wage rate with overtime rate at time and a half when applicable. During non "on-call" time (i.e. no telephone/dispatching requirements for the Cooperative) the Contractor is free to come and go as desired as long as the Contractor has a cell phone and pager in their possession.

Contract
Page 03 of 05

The Contractor shall not deviate, change or modify the performance of his/her job duties outlined herein without first obtaining the prior written approval of the General Superintendent or executive management of the Cooperative.

- 4. This agreement shall become effective upon the execution hereof and shall continue in full force and effect until terminated by either party hereto giving to the other party at least thirty (30) days advance written notice of an intention to terminate this agreement at the date specified in such notice or at completion of any specific weeks work mutually agreed on before hand.
  - 5. This Contract is subject to revision after review by both parties.
- 6. The Contractor shall not assign this agreement or any part thereof, or sublet any of the work to be performed hereunder by the Contractor without first having obtained the written consent of the Cooperative hereto.
- 7. This Contract shall be in lieu of and replace any other contract(s) between the parties. Provided, however, each party shall hereafter be required to discharge any obligation or responsibility if existing under any other agreement(s).

IN WITNESS WHEREOF, the parties hereto have executed this instrument under their respective seals the day and date first above written.

Page 04 of 05	
ATTEST:	CONTRACTOR
	Social Security Number
COUNTY OF MORGAN ) STATE OF KENTUCKY )	
SUBSCRIBED AND SWORN	to before me by
, on this	day of,
My Commission Expires:	Notary Public State of Kentucky at Large
ATTEST:	LICKING VALLEY RURAL ELECTRIC COOPERATIVE CORPORATION
	KERRY K. HOWARD GENERAL MANAGER/CEO

Page 05 of 05	
COUNTY OF MORGAN ) STATE OF KENTUCKY )	
SUBSCRIBED AND SWO	RN to before me by <b>KERRY K. HOWARD</b> , General
Manager/CEO for LICKING V	ALLEY RURAL ELECTRIC COOPERATIVE
CORPORATION on this	day of,
	Notary Public State of Kentucky at Large
My Commission Expires:	·