

SUPERINTENDENT'S CONTRACT OF EMPLOYMENT

THIS CONTRACT OF EMPLOYMENT ("Contract") is made and entered into on this 8th day of January, 2015, by and between the Augusta Independent Board of Education (the "Board") and Lisa McCane ("Superintendent").

WITNESSETH:

WHEREAS, the Board is responsible under Kentucky law for the management and control of the Augusta Independent public school district (the "School District");

WHEREAS, the Board desires to appoint a superintendent of schools for the School District, to supervise the schools in the School District as the Board of Education's executive agent, in compliance with Kentucky law and subject at all times to the direction and control of the Board; and

WHEREAS, Superintendent desires to serve as superintendent of schools for the Board, subject to the terms and conditions of this Contract.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained in this Contract, the Board and Superintendent agree as follows:

1. Term. The Board hereby appoints Superintendent to the office of Superintendent of Schools for a period of four years beginning on July 1, 2015 and ending on June 30, 2019.

2. Contract Extension. The Board may, no later than June 30, by majority vote at a public meeting, extend the Superintendent's contract for one (1) year beyond the current term of employment pursuant to KRS 160.350.

3. Compensation and Benefits.

A. Salary. The 2015-2016 annual salary paid to the Superintendent shall be \$115,000 which includes rank, experience, 55 additional days, and extra service pay for the contract year. Commencing July 1, 2016, and every year thereafter, the Superintendent shall receive a percentage increase in her annual salary commensurate with the percentage increase in teachers' salaries paid in the District as well as her step increase based on her teaching experience. In addition thereto, the Superintendent shall be eligible for annual merit increases commencing on July 1, 2016. Such merit increases shall be mutually agreed to. The salary is to be paid in regular bi-monthly installments out of the school fund of said District. The Superintendent shall be entitled to all the legally permissible benefits applicable to twelve (12) month administrative employees as are incident to their employment relationship with the Board, including but not limited to, emergency leave, leave for jury duty, personal leave and sick leave benefits, and any other forms of insurance protection, retirement program, and other administrative employee benefits.

B. Vacation. The Superintendent shall receive ten (10) days of vacation annually, exclusive of legal holidays and other school vacations.

C. Sick and Personal Days. The Superintendent shall be entitled to ten (10) days of sick leave per year for illness, which may accumulate without limit, and one (1) personal day per year which will not accumulate.

D. Expenses.

(i) The board shall pay for annual bus driver update training at the district rate compensated to bus drivers, if applicable.

(ii) The board shall provide a cell phone to the Superintendent for school and personal use paid by the district.

(iii) The Board shall allow the Superintendent mileage reimbursed at no less than the state rate established by law for the use of the Superintendent's personal car for travel completed for business purposes, as defined by District policy, both inside and outside the District.

(iv) The Superintendent shall also be reimbursed for personal expenses incidental to the travel when an itemized statement of travel and expense is submitted to and approved by the Board.

(v) The Board shall, by direct payment or reimbursement, pay the professional dues and liability insurance for the Superintendent's memberships in KASA and KASS.

4. Responsibilities and Duties.

A. This contract requires the services of the Superintendent for two hundred forty (240) days per year.

B. The Superintendent agrees to perform well and faithfully the duties of Superintendent and to serve as chief executive agent of the Board, having such powers and duties as may be prescribed by law or by the Board from time to time.

C. The Superintendent shall furnish throughout the life of this Contract a valid and appropriate license to act as Superintendent in the Commonwealth of Kentucky.

D. The Superintendent agrees to devote the Superintendent's time, skill, labor and attention to said employment during the term of her Contract. However, the Superintendent, with the prior approval of the Board, may undertake consultative work, speaking engagements, writing, lecturing, or other professional duties and obligations, which do not impede or conflict with the Superintendent's duties.

E. The Superintendent shall, to the best of the Superintendent's ability, secure capable and qualified candidates for various available positions within the District which are subject to appointment by the Superintendent.

F. It is understood and agreed that the Superintendent, as chief executive officer of the Board, shall be in charge of District affairs, and the Board, individually and collectively, will refer matters before the Board to the Superintendent for study and recommendation. However, this shall not prevent the Board from taking action on matters before the Board if the Board so desires.

5. Evaluation. The Board shall annually provide the Superintendent with a written evaluation based upon a mutually agreed upon evaluation instrument, with period opportunities to review and discuss Superintendent/Board relationships and the Superintendent's personnel records and performance at reasonable times as set by the Board.

6. Professional Growth of Superintendent.

A. Professional Meetings. The Superintendent shall attend appropriate professional meetings and conferences at the local, regional, state, and national levels. The Board shall reimburse the Superintendent's professional activities when an authorized statement is submitted to and approved by the Board.

B. Continued Formal Education. The Superintendent, with prior Board approval, shall be allowed time to further the Superintendent's formal education at a recognized college or university without loss of pay or vacations during the months when school is not in session.

7. Termination. In the absence of mutual agreement, this contract may only be terminated by the Board upon a showing of legal cause and in accordance with procedures established by Kentucky law.

8. Professional Liability. The Board agrees that it shall defend, hold harmless, and indemnify the Superintendent from any and all demands, claims, suits, actions, and legal proceedings brought against the Superintendent in his individual capacity or in his official capacity as agent and employee of the District, provided the incident arose while the Superintendent was acting within the scope of his employment. If in the good faith opinion of the Superintendent a conflict exists as regards the defense to such claim between the legal position of the Board and/or District, the Superintendent may engage counsel, in which event the District shall indemnify the Superintendent for the cost of legal defense.

9. Savings Clause. If, during the term of this contract, a clause or any portion of the contract is found illegal under federal or state law, the remaining portions of the contract shall remain in full force to the extent they are unaffected by the ruling of illegality.

10. Formal Acceptance. The Superintendent's signature is evidence of her formal acceptance of her appointment as Superintendent and her formal acceptance of the term of office.

11. Entire Agreement. This contract contains the entire agreement between Superintendent and the Board regarding employment, and can only be modified by a writing signed both by Superintendent and the Chair of the Board of Education. This contract supersedes any prior or contemporaneous agreements, negotiations, or understandings, whether oral or written, between Superintendent and the Board.

IN WITNESS WHEREOF, the parties execute this Contract in conformity with a resolution of the Board passed January 8th, 2015 authorizing the Chairperson of the Board to so effectuate and execute this Contract on behalf of the Board.

SUPERINTENDENT

**AUGUSTA INDEPENDENT
BOARD OF EDUCATION**

By: *Lisa McCane*
Lisa McCane, Superintendent

By: *Laura S. Bach*
Laura Bach, Chairperson

Timothy Litteral
Witness

Robert W. Kelsel
Witness