BELL COUNTY SCHOOLS
BELL COUNTY, KENTUCKY
CONTRACT EMPLOYING SUPERINTENDENT

This CONTRACTUAL AGREEMENT, made and entered into this 21st day of July, 2015, by and between the BOARD OF EDUCATION OF BELL COUNTY (hereinafter the "BOARD"), and YVONNE GILLLIAM (hereinafter "SUPERINTENDENT"), and authorized by action at a lawful meeting of the BOARD held on July 21, 2015.

WITNESSETH:

NOW, THEREFORE, the BOARD and SUPERINTENDENT, for the consideration herein specified, and in accordance with Kentucky Revised Statutes and Bell County Board Policy, agree as follows:

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NOW, THEREFORE, the BOARD and SUPERINTENDENT, for the consideration herein specified, agree as follows:

IT IS AGREED:

1. **TERM OF EMPLOYMENT**

   SUPERINTENDENT is hereby hired and retained for a term commencing on, July 1, 2016 through June 30, 2020, as Superintendent of Schools for the Bell County Schools, Bell County, Kentucky.

2. **DUTIES**

   The duties and responsibilities of the SUPERINTENDENT shall be all those duties incident to the Office of Superintendent imposed by the law and regulations of the Commonwealth of Kentucky and in keeping with

Board policy. Other duties and responsibilities as may be needed from time to time may be assigned to the SUPERINTENDENT by the BOARD.

3. **OUTSIDE ACTIVITIES**

- SUPERINTENDENT shall devote her time, attention, and energy to the business of the school district.

- The SUPERINTENDENT and BOARD recognize the advisability and on occasion the necessity of SUPERINTENDENT to attend seminars, courses, or programs conducted or sponsored at the local, state, or national levels. It is understood and agreed that the district shall permit a reasonable amount of time for the SUPERINTENDENT to attend such meetings, for the BOARD to pay for necessary fees and travel and subsistence expenses set forth in existing Board policy.

- This provision shall be limited to seminars, courses, or programs that would be for the benefit of the Bell County Schools.

- If the SUPERINTENDENT elects to attend any function, meeting, seminar, or program wherein she is compensated as a lecturer, consultant, or for such attendance, the time involved with such functions shall not be considered as part of the 240 required working days and the BOARD shall not pay the SUPERINTENDENT's expenses involved with such functions.

4. **COMPENSATION**

a. **Base Salary** --- The base salary of the SUPERINTENDENT shall

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be $ 92,284.80 for the 2015-2016 school year, which reflects the Daily Wage Threshold (DWT) calculations. The base salary for each school year thereafter for the remainder of this contract term shall also be paid in accordance with that year's Daily Wage Threshold (DWT) calculations.

The salary shall be paid in accordance with existing Board policy.

b. **Increase in Salary**

- The BOARD, based upon its evaluation of the SUPERINTENDENT, may increase the salary of the SUPERINTENDENT during the term of this AGREEMENT, provided that in no event shall the SUPERINTENDENT be paid less than the salary specified above.

- The determination as to whether or not the SUPERINTENDENT is entitled to a salary increase is based upon two (2) satisfactory evaluations, which shall occur at the end of December of each year and the end of June of each year.

- The SUPERINTENDENT is not guaranteed an increase in salary.

- If the BOARD is satisfied with the SUPERINTENDENT's evaluations, the BOARD will vote on whether or not to award an increase in salary.

- The determination as to whether or not the SUPERINTENDENT is entitled to a pay increase will be made after the completion of the second evaluation in June of each year.

- The evaluation conducted by the BOARD, after the first six (6) months that the SUPERINTENDENT takes office, will require that the SUPERINTENDENT review all District programs and address the needs of the District by providing the BOARD with a Revised District School Improvement Plan.
- Any adjustment of salary made during the term of this AGREEMENT shall become part of this AGREEMENT, but shall not be deemed that the BOARD and SUPERINTENDENT have entered into a new AGREEMENT, nor shall it be deemed that the termination date of the existing AGREEMENT has been extended.
- Although the SUPERINTENDENT's salary may be increased at the discretion of the BOARD, nevertheless, this provision shall not be construed as an expectation by the SUPERINTENDENT that any such increase will occur.
- The BOARD shall conduct bi-annual evaluations of the SUPERINTENDENT.

5. WORKING DAYS AND BENEFITS

a. Working Days

- It is understood and agreed that each school year, from July 1 through June 30 during the term of this AGREEMENT, shall consist of Two Hundred Forty (240) working days.
- If the SUPERINTENDENT elects to be away from the job for five

(5) or more days consecutively, other than in emergency situations, the SUPERINTENDENT shall notify the BOARD prior to such absence and shall inform the BOARD of the individual to be left in charge as acting SUPERINTENDENT during her absence from the District.

- Days not worked by the SUPERINTENDENT shall be noted in the minutes of the next regularly scheduled BOARD meeting after said days are taken.

b. **Leaves** ---- The SUPERINTENDENT shall accrue all leave days as authorized by Board Policy for certified employees, which include ten (10) sick days and three (3) personal days. Consistent with statutory law, the SUPERINTENDENT shall be permitted to transfer all unused accumulated sick leave and personal days to the next fiscal year.

c. **Compensatory or Flex Time**

- There shall be NO Comp. or Flex Time to be used by the SUPERINTENDENT.

- Any time taken off by the SUPERINTENDENT shall be by virtue of using a non-contract, sick or personal day. In the event that the SUPERINTENDENT is going to be absent from the District, for more than five (5) days, other than an emergency situation, the BOARD shall be informed by the SUPERINTENDENT of the individual to be left in charge as acting SUPERINTENDENT during his/her absence from the District. See **Paragraph 5(a)**, above.

- While it is understood that the SUPERINTENDENT may be required to be away from the District Office for various reasons, the SUPERINTENDENT shall make herself available at the District Office eight (8) hours a day each week day.
- The SUPERINTENDENT shall not be required to work on holidays or weekends. However, if the SUPERINTENDENT chooses to do so, this time shall not be considered overtime, nor shall COMP time be used in order to compensate for this time worked by the SUPERINTENDENT.

d. **Health and Dental Insurance** ---- The SUPERINTENDENT shall pay the premium cost for the SUPERINTENDENT'S health insurance. The SUPERINTENDENT may elect to purchase a family plan of coverage, if he/she so desires.

e. **Expenses** ---- The BOARD shall pay or reimburse the SUPERINTENDENT for reasonable expenses approved by the BOARD and incurred by the SUPERINTENDENT in the continuing performance of her duties under this AGREEMENT, according to Board Policy.

f. **Professional and Civic Dues** ---- The BOARD recognizes the mutual benefits derived by the SUPERINTENDENT and the BOARD of the SUPERINTENDENT's membership in certain professional and civic organizations. The BOARD agrees to pay dues for the Kentucky Association of School Superintendents

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(KASS), the Kentucky Association of School Administrators (KASA), and one (1) civic club of the SUPERINTENDENT's choice.

g. **Automobile Expenses** ---- The SUPERINTENDENT shall be reimbursed for mileage pursuant to Board policy. The SUPERINTENDENT shall not purchase a motor vehicle from any District funds.

h. **Retirement Benefits** ---- The SUPERINTENDENT shall have the same retirement benefits as provided certified employees under the Kentucky Teachers Retirement System and as set forth in Board policy.

6. TERMINATION OF EMPLOYMENT AGREEMENT

This AGREEMENT may be terminated as per Board Policy and shall also include the following:

a. By expiration of its term;

b. Mutual agreement of the parties; or

c. Discharge for cause pursuant to applicable Kentucky statutory law.

7. BOARD POLICY

The SUPERINTENDENT's duties and obligations are governed by Board policy, unless otherwise specifically modified hereinabove.

All benefits of the SUPERINTENDENT are specifically spelled out in this AGREEMENT and override any general policy, which might be in existence for other employees.

8. **SAVINGS CLAUSE**

If, during the term of this AGREEMENT, it is found that a specific clause of the AGREEMENT is illegal under federal or state law, the remainder of the AGREEMENT not affected by such a ruling shall remain in force.

9. **MISCELLANEOUS**

- This AGREEMENT has been executed in Kentucky, and shall be governed in accordance with the laws of the Commonwealth of Kentucky in every respect.
- Paragraph headings have been inserted for convenience or reference only, and if there shall be any conflict between any such headings and the text of this agreement, the text shall control.
- This AGREEMENT shall be executed in duplicate originals.
- This AGREEMENT contains all of the terms agreed upon by the parties with respect to the subject matter of this AGREEMENT and supersedes all prior agreements, arrangements and communications between the parties concerning such subject matter, whether oral or written.

In TESTIMONY THEREOF, the BOARD AND SUPERINTENDENT have caused this AGREEMENT to be executed in their respective names, and in the case of the BOARD, by it Chairperson, on the day and year first above written.

BOARD OF EDUCATION OF BELL COUNTY

BY: Dean Knuckles
CHAIRPERSON

ATTEST:

Yvonne Gilliam
SECRETARY

Yvonne Gilliam
BELL COUNTY, SUPERINTENDENT

COMMONWEALTH OF KENTUCKY)
)
COUNTY OF BELL)

Subscribed and sworn to before me by Dean Knuckles, Chairman, Bell County Board of Education, and Yvonne Gilliam, Superintendent on this 18th day of August, 2015.

Brenda Wilder ID#468507
NOTARY PUBLIC
My Commission Expires: 6/13/16

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