copy

FULTON COUNTY SCHOOLS
Hickman, Kentucky
CONTRACT EMPLOYING SUPERINTENDENT

This CONTRACTUAL AGREEMENT, made and entered into this 1st day of July, 2013 by and between the BOARD OF EDUCATION OF FULTON COUNTY (hereinafter "BOARD") and AARON SCOTT COLLINS (hereinafter "SUPERINTENDENT") and authorized by a lawful meeting of the BOARD held on the 20th day of June, 2013.

WITNESSETH:

WHEREAS, the BOARD and SUPERINTENDENT desire to enter into a contractual arrangement for the purpose of employing SUPERINTENDENT to fill the superintendent vacancy position beginning July 1, 2013; and

WHEREAS, the parties now desire to memorialize in writing their agreement with regard thereto, as set forth herein; and

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

IT IS AGREED AND CONTRACTED:

1. TERM OF EMPLOYMENT

It is hereby agreed by the parties that SUPERINTENDENT shall be hired and retained for a three (3) year term commencing on July 1, 2013 through June 30, 2016 as Superintendent of Schools for the Fulton County Schools, Hickman, Kentucky.

2. DUTIES/RESPONSIBILITIES

The duties and responsibilities of the SUPERINTENDENT shall be all those duties incident to the Office of Superintendent imposed by the laws and regulations of the Commonwealth of Kentucky and in keeping and adhering with Board policies. Other duties and responsibilities as may be needed from time to time may be assigned to the SUPERINTENDENT by the BOARD.

The SUPERINTENDENT covenants and warrants to the BOARD that he possesses all current certifications and meets all statutory requirements necessary for the position of Superintendent of schools and SUPERINTENDENT shall be responsible for maintaining and ensuring his compliance with all state requirements and certifications.

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3. COMPENSATION

The SUPERINTENDENT'S base salary shall be $90,000.00 per school year for all years of the contract based on the term as set forth above; however, effective beginning July 1, 2014, the base salary shall increase annually during the remaining term at the same percentage increase as scheduled for any certified salaried employees, provided; however, said increase shall not exceed the sum of ($10,000.00) during any year of the term. The salary shall be paid in monthly installments on the same dates administrators who work twelve (12) MONTHS ARE PAID.

The BOARD, based upon its evaluation of the SUPERINTENDENT's performance for each school year, may further adjust 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. Any such adjustment of salary shall be determined at the sole discretion of the BOARD but in any event shall not exceed the sum of TEN THOUSAND DOLLARS ($10,000.00) per year. Any adjustment to the SUPERINTENDENT's salary shall be determined at the regularly scheduled meeting following the BOARD's finalization of the SUPERINTENDENT's annual summative evaluation and any adjustment made during the term of this AGREEMENT shall be in the form of an amendment to this AGREEMENT. Any said adjustment shall become part of this AGREEMENT, but it 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 absolute discretion of the BOARD, this provision shall not be construed as an expectation by the SUPERINTENDENT that any such increase will occur.

4. OUTSIDE ACTIVITIES

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

The SUPERINTENDENT and BOARD recognize the availability and, on occasions, the necessity of SUPERINTENDENT to attend seminars, training, 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 as may be approved by the BOARD or as may be set forth in local board policy. This provision shall be limited to seminars, training, courses, or programs that would be for the benefit of the Fulton County School System. The BOARD shall have ultimate discretion in determining the SUPERINTENDENT's attendance and the amount of money to defray reasonable and necessary travel and subsistence expenses.

However, if the SUPERINTENDENT elects to attend any function, meeting, seminar, or program wherein he 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.

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 240 contract working days. The SUPERINTENDENT shall notify the Board Chairman if he elects to be away for more than (5) days consecutively and shall provide for district management in his/her absence. 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. Vacation- the SUPERINTENDENT shall be entitled to five (5) days of paid vacation each school year and said five (5) days shall be considered as part of the (240) contract day requirement.

c. Leaves- The SUPERINTENDENT shall accrue all leave days as authorized by Board Policy for certified employees.

d. Health Insurance – The BOARD will pay the total cost of the SUPERINTENDENT's health insurance. The BOARD shall pay the SUPERINTENDENT's health insurance during the term of this agreement and the SUPERINTENDENT shall receive such other health benefits as other certified employees may receive.

e. Miscellaneous Expenses – The BOARD shall pay or reimburse SUPERINTENDENT for reasonable expenses approved by BOARD and incurred by SUPERINTEDENT in the continuing performance of his duties under this AGREEMENT, as determined by the BOARD and according to Board Policy. The BOARD shall reimburse SUPERINTENDENT a one time amount for expenses associated with moving for purposes of complying with Kentucky residency requirements, however, said amount shall not exceed the sum of $8,500.00.

f. Professional Dues – The BOARD recognizes the mutual benefits derived by the SUPERINTENDENT and the BOARD of the SUPERINTENDENT's membership in certain professional organizations. The BOARD agrees to pay dues for the Kentucky Association of School Superintendents (KASS), and the Kentucky Association of School Administrators (KASA).

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g. Automobile Expenses – The SUPERINTENDENT shall be reimbursed for mileage per Board Policy.

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

i. Cellular Phone Expenses – The SUPERINTENDENT shall be provided a cellular phone with internet capability during the term of this contract and said expenses associated therewith shall be a reimbursable expense. *It is understood and agreed by the parties that the BOARD is currently engaged in a contract for cellular/internet use for the existing Superintendent and this contract shall remain in place, with no additional expenses to be incurred (i.e., additional applications) to the BOARD other than those currently being incurred.*

6. TERMINATION OF EMPLOYMENT AGREEMENT

This AGREEMENT may be terminated as per the Board's Policy and may also be terminated by:

a. Expiration of its term;
b. Mutual agreement of the parties; and/or
c. Discharge for cause.

7. BOARD POLICY

The SUPERINTENDENT'S duties and obligations are governed by Board's 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 shall not be affected by such a ruling and shall remain in full force and effect.

9. GOVERNING LAW/HEADINGS

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.

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10. **ENTIRE AGREEMENT**

This contract contains the entire agreement between the parties and any amendments thereto must be executed with like formality.

This AGREEMENT shall be executed in duplicate originals.

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 its Chairperson, on the day and year first above written.

FULTON COUNTY BOARD OF EDUCATION

BY: Wiley Gannon
CHAIRPERSON

SUPERINTENDENT

Aaron S. Collins
AARON SCOTT COLLINS

STATE OF KENTUCKY

COUNTY OF FULTON

On this 20 day of JUNE, 2013, came before the undersigned Notary Public acting in and for the state and county aforesaid, **WILEY GANNON**, who is personally known to me or whom provided sufficient proof of his identity, in his capacity as CHAIRPERSON for the FULTON COUNTY BOARD OF EDUCATION, who stated and affirmed under oath that he was duly authorized by the BOARD named above to execute the foregoing CONTRACT, and stated that he executed the same with full knowledge of the contents therein and the purposes therefore.

Allison S Whitledge
Notary Public, State-at-Large
ID#: 396081

My Commission Expires:
6/13/2017

ALLISON S. WHITLEDGE NOTARY PUBLIC STATE AT LARGE KENTUCKY

Initials ASC WG

STATE OF KENTUCKY

COUNTY OF FULTON

On this _____day of JUNE, 2013, came before the undersigned Notary Public acting in and for the state and county aforesaid, AARON SCOTT COLLINS, who is personally known to me or whom provided sufficient proof of his identity, and who stated and affirmed under oath that he has read the foregoing CONTRACT, and stated that he executed the same with full knowledge of the contents therein and the purposes therefore.

_____
Notary Public, State-at-Large
ID#:_____

My Commission Expires:

_____

PREPARED BY:

_____
Allison S. Whitledge
Whitledge & Associates, PLLC
309 Carr Street
Fulton, Kentucky 42041
(270) 472-5500
Board Attorney

Initials ASC ____