

SUPERINTENDENT'S CONTRACT

THIS CONTRACT is entered into by and between the Board of Education (hereinafter referred to as "the Board") of the Hopkins County School District, located in Hopkins County, Kentucky (hereinafter "the District"), and Linda Q. Zellich, (hereinafter, "the Superintendent"), for the position of Superintendent of Schools of the District.

The Board hereby agrees to employ the Superintendent for a period of four (4) years to begin on July 1, 2013, and ending on June 30, 2017. The Superintendent agrees to the term of employment under the following conditions:

1. The annual salary paid to the Superintendent shall be the sum of \$130,000.00 per year. The Superintendent's salary shall be reviewed annually and the Board, in its sole discretion, may elect to adjust the salary in the form of a raise annually, but is not required to do so.

2. This contract requires the services of the Superintendent for two hundred forty (240) days per year. It is further understood that, notwithstanding the fact the Superintendent is to be paid for 240 days of work, the Superintendent is to devote her full time to insure the success in the operation of the School District.

3. 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.

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

5. The Superintendent agrees to devote the Superintendent's time, skill, labor and attention to said employment during the term of this Contract and shall discharge the duties as set out by laws, rules and regulations as of the State Board of Education including KRS 160.370 and the job description approved by the Board of Education attached hereto.

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

7. The Board shall, by direct payment or reimbursement, pay the professional dues for the Superintendent's membership in Kentucky Educational Association, Kentucky Association of School Administrators, Kentucky Association of School Superintendents, and civic club dues in one local civic club.

8. The Superintendent shall attend appropriate professional meetings and conferences at the local, regional, state, and national levels. The Board shall reimburse the Superintendent for actual expenses incurred in carrying out the Superintendent's professional activities when an authorized statement is submitted to and approved by the Board.

9. The Superintendent shall be allowed fringe benefits as are allowed other employees of the Hopkins County School System as identified in the Board Policy and salary schedule and specifically will be allowed sick days which are outlined in the Board Policy and vacation days which are allowed by Board Policy. The parties further agree that the Superintendent shall have twelve (12) yearly vacation days which shall be cumulative and may be accrued with no limit. In the event that any such days are not used at the retirement, the same shall be paid at the time of Superintendent's retirement from employment by the Board.

10. A copy of this Contract will be presented to the Kentucky Department of Education upon execution by the undersigned parties.

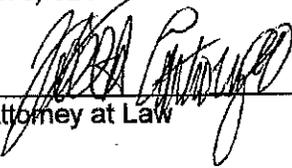
Dated this 17th day of May, 2013.

By: Linda Q. Zellich
Linda Q. Zellich, Superintendent

Dated this 17th day of May, 2013.

By: Randall L. Franklin
Randall Franklin, Chairman
Hopkins County Board of Education

Prepared by: J. Keith Cartwright
FRYMIRE, EVANS, PEYTON,
TEAGUE & CARTWRIGHT
Post Office Box 695
Madisonville, Kentucky 42431
(270) 821-6165



Attorney at Law

JKC.mea.2013Board.0503Superintendent.Contract

Duties of Superintendent**PROFESSIONAL ADVISOR**

The Superintendent shall be the professional advisor to the Board. As advisor to the Board, the Superintendent shall recommend policies to the Board for its consideration and should advise and counsel the Board on all matters.¹

EXECUTIVE OFFICER

The Superintendent shall be the executive officer of the District. As executive officer, the Superintendent is responsible for carrying out all policies and rules and regulations established by the Board.¹

SPECIFIC DUTIES

The Superintendent shall:

1. Meet with the Board except when the Superintendent's tenure, salary, or the administration of the Superintendent's office is under consideration;¹
2. See that the laws relating to the schools, the administrative regulations of the Kentucky Board of Education, and the policies of the Board are carried into effect;¹
3. Prepare, under the direction of the Board, all rules, procedures, bylaws, and statements of policy for review, approval and/or adoption by the Board;¹
4. Have general supervision, subject to the control of the Board, of the general conduct of the schools, the management of business affairs and, in accordance with state law, the course of instruction, and the discipline of pupils;¹
5. Make all appointments, promotions, and transfers of principals, supervisors, teachers, and other public school employees, and at the next Board meeting notify the Board of all personnel actions taken;²
6. Exercise general supervision of the schools, examine their condition and progress, and keep informed of the progress in other districts;³
7. Prepare or have prepared all budgets, salary schedules, and reports required by the Board and by the Kentucky Board of Education;³
8. Determine the need of extension of the school system of the district;³
9. Receive and examine reports from teachers and other school officers;³
10. Make reports from time to time as directed by the Board;³
11. Be responsible to the Board for the general condition of the schools;³
12. Acquaint new Board members with their duties and obligations and furnish them a copy of policy statements and such other information and guidance materials as necessary to prepare them for service; and
13. Meet all training and continuing education requirements specified in statute and administrative regulations.⁴

Duties of Superintendent

REFERENCES:

¹KRS 160.370; OAG 78-274; OAG 82-604

²KRS 160.380

³KRS 160.390

⁴KRS 156.111; 704 KAR 003:406

KRS 15.257; KRS 160.395

Adopted/Amended: 10/16/1995

Order #: 107

Attachments (0) Notes (0)

Attachments

Notes

4.A. Board Members

Rationale

Based upon the annual evaluation by the Board, the Board of Education amends the Superintendent's Contract to reflect an increase in the Superintendent's salary by 3%.

Recommended Motion

Based up the annual evaluation by the Board, the Board of Education amends the Superintendent's contract to reflect an increase in the Superintendent's salary by 3%

Actions Taken

Order #2 - Motion Passed: Based up the annual evaluation by the Board, the Board of Education amends the Superintendent's contract to reflect an increase in the Superintendent's salary by 3% passed with a motion by Mr. Randy Franklin and a second by Mr. Michael Morgan.

Member Votes

Ms. Suzanne Duncan	Yes
Mr. Shannon Embry	Yes
Mr. Steven Faulk	Yes
Mr. Randy Franklin	Yes
Mr. Michael Morgan	Yes

- <<< Autopilot >>>
- 1. CALL TO ORDER
 - 1.A. Pledge; Moment of Silence; Mission Statement--The Mission of Hopkins County Schools is to educate, empower and inspire every child to reach their highest potential and be a continual learner.
 - "Every Child, Every Effort, Every Day"
 - 1.B. Community Input
 - 1.C. Adoption of Agenda
- 2. STUDENT/STAFF PRESENTATIONS AND/OR RECOGNITION
 - 2.A. Superintendent and Staff
 - 2.B. Employee Recognition