

## AGREEMENT

### CONSULTANT/INTERIM SUPERINTENDENT AND LESLIE COUNTY SCHOOL DISTRICT

THIS AGREEMENT is made and entered into, this 5<sup>th</sup> day of May, 2014, by and between THE BOARD OF EDUCATION OF LESLIE COUNTY, KENTUCKY, (hereinafter called the Board). Party of the First Part, Ralph Hoskins, (hereinafter called the Consultant/Interim Superintendent), Party of the Second Part.

#### WITNESSETH

WHEREAS, this Agreement is made in accordance with the action of the Board as set forth in Resolution of a meeting held, the 5<sup>th</sup> day of May, 2014, whereby the Board employed the said, Ralph Hoskins, as a consultant for 1 month and thereafter as an Interim Superintendent of the Leslie County School District in accordance with the provisions set forth herein; and;

WHEREAS, the parties agree that the Consultant and Interim Superintendent shall perform the duties of a consultant until the effective date of resignation of current Superintendent, Larry Sparks and thereafter, as an interim Superintendent of Schools in and for said district as prescribed by the laws of the State of Kentucky and by the rules and regulations made thereunder by the Board of Education as well as local Board regulations and all other applicable law as related to the duties and obligations of an Interim Superintendent of Schools.

NOW, THEREFORE, the Board and Superintendent agree as follows.

1. Term:

The term of the Employment Agreement shall commence on the 1<sup>st</sup> day of May, 2014, and terminate on the ~~31<sup>st</sup>~~ 30<sup>th</sup> (P.H.) day of November, 2014.

2. Professional Certification and Responsibilities of Interim Superintendent:

a. Certification- The Interim Superintendent shall hold a valid certificate issued

by the State of Kentucky.

b. Acknowledgment of Good Health The Interim Superintendent represents and Acknowledges to the Board as an inducement for the Board to employ him initially as a consultant and thereafter as an Interim Superintendent, that to the best of his knowledge and belief he has no medical, physical or mental disability, nor a previous drug or alcohol problem which would impair his ability to perform his duties contracted herein.

c. Duties: The Interim Superintendent shall perform the duties of Superintendent of the Leslie County School District in and for said district as prescribed by the laws of the State of Kentucky and the rules, obligations and policies made thereunder by the Board of Education of the said district. Initially the duties shall be that of a consultant until the effective date of the resignation of the current superintendent and thereafter the duties shall be as an Interim Superintendent.

d. Outside Activities: Party of the second part shall devote his times, attention and energy to the business of the school district, whether serving as consultant or Interim Superintendent. However, he may serve as a consultant to other districts or education agencies, lecture, engage in writing activities and speaking engagements, and engage in other activities that do no interfere with duties as Consultant or Interim Superintendent of the Leslie County Schools.

The Consultant/Interim Superintendent and Board recognize the advisability and on occasions the necessity of Superintendents to attend seminars, course 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 leave time for the party of the second part to attend such meetings, for the Board to pay for the necessary fees, travel, and subsistence expenses as may be set forth in local Board policy. Likewise, the Board shall have ultimate discretion in determining the party of the second part's attendance and the amount of money to defray reasonable and necessary travel and subsistence expenses.

However, if the party of the second part 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 be considered as part of his vacation time and the Board shall

not pay the expenses involved with such functions.

3. Compensation:

The Board shall pay for the service of Consultant and Interim Superintendent services rendered during the term of his contract the amount permitted by KTRS without exceeding party of the second part's daily wage threshold (DWT).

The Board and Interim Superintendent mutually agree to increase the salary, of the Superintendent based on the same percentage increase allowed by the consumer price index (CPI) as will be applicable to the party of the second part, if any, without resulting in party of the second part exceeding his DWT as allowed by KTRS.

The Board and Interim Superintendent may mutually agree to adjust the salary of the Interim Superintendent during the term of the Agreement: provided, that in no event shall Interim Superintendent be paid less than the salary specified above. Any such adjustment of salary made during the term of the Agreement shall be in the form of an amendment of this agreement. It is expressly understood, however, that any increase in salary shall be at the final discretion of the Board.

4. Vacation and Other Benefits:

a. Vacation: It is understood and agreed that each school year from July 1<sup>st</sup> to June 30<sup>th</sup> shall consist of 240 working days, and weekends 365 day year. The Interim Superintendent, being required to work ~~170~~ 120 *rebb* days during the term of this agreement, may elect a total of one (1) week vacation which includes a total of five ~~(5)~~ 0 *rebb* working days. In addition to vacation days, the Superintendent may observe the legal holidays granted to Certified Personnel in the District. It is understood that the Interim Superintendent's vacation days shall not be accumulated and will be lost if not used.

b. Sick Days: The Interim Superintendent shall have five (5) sick days during the term of this agreement which shall be lost if not used.

c. Personal Days: The Interim Superintendent shall have two (2) personal days during the term of this agreement.

d. Health Insurance: It is acknowledged that the Interim Superintendent may participate in the State Health Insurance Plan on the same basis as any other employee of the Leslie County School District.

e. Expenses: Board shall pay or reimburse the Interim Superintendent for reasonable expenses approved by the Board and incurred by Interim Superintendent in the continuing performance of his duties under this Employment Agreement.

f. Retirement Benefits: The Interim Superintendent shall not have any retirement benefits as provided for Superintendents under the Kentucky Teachers Retirement System members unless required by law.

5. Termination of Employment Agreement:

This Employment Agreement may be terminated by:

- a. Mutual agreement between the parties;
- b. Disability of Interim Superintendent;
- c. Death of Interim Superintendent;
- d. Discharge for cause as provided by law.

6. Saving Clause:

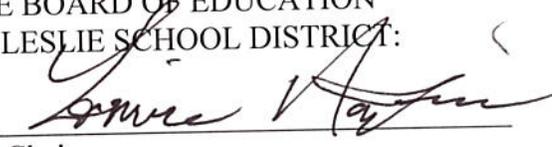
If during the term of the agreement, it is found that a specific clause of the Agreement is illegal under Federal or State Law, the remainder of the Agreement not affect by

such a ruling remain in force.

WITNESS OUR HAND, the day and date first above written.

PARTY OF THE FIRST PART:

THE BOARD OF EDUCATION  
OF LESLIE SCHOOL DISTRICT:

By: 

Chairman

PARTY OF THE SECOND PART:

By: 

Consultant/Interim Superintendent