

SUPERINTENDENT'S CONTRACT BETWEEN
JONNA BELINDA FORMAN
AND THE LEWIS COUNTY BOARD OF EDUCATION

This employment contract is made and entered as of this 1st day of August, 2015, by and between the Lewis County Board of Education ("DISTRICT") and Jonna Belinda Forman, ("SUPERINTENDENT").

1. TERM

DISTRICT, in consideration of the promises of SUPERINTENDENT stated in this contract, employs SUPERINTENDENT, and SUPERINTENDENT accepts employment, as Superintendent of Schools for a term commencing on August 1, 2015 and ending June 30, 2017.

2. PROFESSIONAL CERTIFICATION AND RESPONSIBILITIES OF SUPERINTENDENT.

A. CERTIFICATION. SUPERINTENDENT shall hold a valid certificate issued by the Kentucky Department of Education that qualifies the Superintendent for that position.

B. DUTIES. The SUPERINTENDENT shall have charge of the administration of the schools under the direction of the Board. The SUPERINTENDENT shall be chief executive officer of the Board; shall be responsible for the implementation of Board policies; shall act in a manner consistent with laws, regulations and policies; shall

direct and assign teachers and other employees of the schools under the Superintendent's supervision; shall organize, reorganize and arrange the administrative and supervisory staff, including instruction and business affairs, as best serves the DISTRICT subject to the approval of the Board; shall from time to time, suggest regulations, rules and procedures deemed necessary for the well ordering of the school district, and in general perform all duties that are by law incident to the office of the SUPERINTENDENT and such other duties as may be prescribed by the Board. The SUPERINTENDENT shall attend all board meetings and all Board committee meetings. SUPERINTENDENT shall work a total of 240 days per year pursuant to this Contract.

C. OUTSIDE ACTIVITIES. The SUPERINTENDENT shall devote her time, attention, and energy exclusively to the business of the school district, as set forth in KRS 160.390. The SUPERINTENDENT shall not engage in outside employment without advance written and specific consent of the DISTRICT set out in the Board Minutes.

3. PROFESSIONAL GROWTH OF SUPERINTENDENT.

A. DISTRICT encourages the continuing professional growth of

the SUPERINTENDENT through her participation, as she might decide in light of her responsibilities as SUPERINTENDENT, in:

- (i) The operations, programs and other activities conducted or sponsored by local, state and national administrator and school board associations;
- (ii) Seminars and courses offered by public or private educational institutions; and
- (iii) Informational meetings with other persons whose particular skills or backgrounds would serve to improve the capacity of SUPERINTENDENT to perform her professional responsibilities for DISTRICT.

In its encouragement, DISTRICT shall permit a reasonable amount of release time for SUPERINTENDENT to attend to such matters and shall pay for the necessary fees for travel and subsistence expenses, as approved by the DISTRICT.

4. COMPENSATION

SALARY: DISTRICT shall pay SUPERINTENDENT at an annual salary rate of \$130,000.00, pro-rated for the first year of the contract, as there will be eleven (11) months for the first year of the Contract. This annual salary rate shall be paid to SUPERINTENDENT in regular installments in accordance with the schedule of salary payments in effect

for other certified employees. The SUPERINTENDENT shall receive such periodic pay increases as would be received by a certified employee of an equal number of total years experience and rank as set forth in the salary schedule adopted by the Board.

5. VACATION AND OTHER BENEFITS

A. SUPERINTENDENT shall be entitled to ten (10) annual sick days and two (2) personal leave days per year, as other DISTRICT employees receive. SUPERINTENDENT shall not be entitled to any specified vacation or vacation pay. SUPERINTENDENT shall be entitled to all other benefits applicable to twelve (12) month administrative employees as are incident to their employment relationship with DISTRICT, including but not limited to compensation for accumulated sick leave and benefits, and other forms of insurance protection, retirement program and other administrative employee benefits.

B. DISTRICT shall pay 100 percent of SUPERINTENDENT'S membership charges to the following professional associations:

- 1) KEA
- 2) KASS
- 3) KASA

C. DISTRICT shall pay for an annual physical examination for SUPERINTENDENT at a time to be determined by the SUPERINTENDENT.

6. EXPENSES

DISTRICT shall pay or reimburse SUPERINTENDENT for reasonable expenses approved by DISTRICT and incurred by SUPERINTENDENT in the continuing performance of her duties under this Employment Agreement. Said payment or reimbursement shall be in the same manner and at the same rate as permitted to other District employees. DISTRICT shall specifically pay for or reimburse SUPERINTENDENT for cell phone and internet services.

7. PROFESSIONAL LIABILITY

A. DISTRICT agrees that it shall defend SUPERINTENDENT from any and all demands, claims, suits, actions and legal proceedings, excluding criminal litigation, brought against SUPERINTENDENT in her individual capacity, or in her official capacity as agent and employee of the DISTRICT, provided the incident in question arose while SUPERINTENDENT was acting within the scope of her employment and to the extent that liability insurance coverage is offered through typical and generally available policies, and to the extent liability coverage is within the authority of the school board to provide under law.

B. If in the good faith opinion of the SUPERINTENDENT a conflict exists regarding the defense of a claim between the legal position of SUPERINTENDENT and the legal position of DISTRICT, the SUPERINTENDENT may engage counsel in which event DISTRICT shall be responsible for the costs of legal defense as permitted by State Law. The DISTRICT shall not, however, be required to pay any costs of any legal proceedings in the event DISTRICT and SUPERINTENDENT have adverse interest in the litigation.

8. TERMINATION OF EMPLOYMENT CONTRACT

This Employment Contract may be terminated by:

- A. Mutual agreement of the parties.
- B. Retirement of SUPERINTENDENT.
- C. Disability or Death of SUPERINTENDENT.
- D. All other reasons or grounds permitted by law.

9. CLARIFICATION OF BENEFITS NOT PROVIDED

A. Due to well-publicized incidents of School Superintendent Contract improprieties within this State, and to be specific and clear as to benefits to be received by SUPERINTENDENT, it is advisable to mention in this document certain benefits customarily or sometimes received by School Superintendents which are not provided by DISTRICT to SUPERINTENDENT pursuant to this Contract. Those

types of benefits which are not provided to SUPERINTENDENT pursuant to this Contract are as follows:

- (i) No reimbursement for personal retirement contributions and no payment or reimbursement for retirement annuity;
- (ii) No payment or reimbursement for educational assistance;
- (iii) No payment or reimbursement for purchase of retirement service credit.

AGREED TO:

Superintendent

Chairman, Lewis County
Board of Education

Approved by a vote of the Lewis County Board of Education on July 27, 2015.