

**NEWPORT INDEPENTENT SCHOOLS  
SUPERINTENDENT'S CONTRACT OF EMPLOYMENT**

This CONTRACTUAL AGREEMENT, made and entered into this 27 day of February, 2012, by and between the BOARD OF EDUCATION OF THE NEWPORT INDEPENDENT SCHOOL DISTRICT (hereinafter the "BOARD"), and KELLY E. MIDDLETON (hereinafter "SUPERINTENDENT"), and authorized by action at a lawful meeting of the BOARD held on the February 29, 2012.

**WITNESSETH:**

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

1. The annual salary paid the Superintendent shall be \$170,000, per contract during the first year of the contract. Annual salary modifications shall be mutually agreed to in each of the remaining years of this contract, provided said salary in each subsequent year shall not be less than the salary paid in the preceding year, and provided that the Superintendent shall receive an increase each year no less than the increase provided to the other certified employees of the district. The Board shall renew the contract within 30 days after the day permitted under the state law for renewal, upon request of the Superintendent or it shall notify the Superintendent not to renew the contract.
2. This contract requires the services of the Superintendent for two hundred forty (240) days per year.
3. The Superintendent agrees to faithfully perform the duties of Superintendent and to serve as chief executive officer of the Board, having such powers and duties as prescribed by the 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 Board shall annually provide the Superintendent with an evaluation based upon the mutually agreed upon evaluation instrument, with periodic opportunities to review and discuss the Superintendent/Board relationships and the Superintendent's personnel records and performances reasonable times as set by the Board.  
*\*Develop annual goals for the Superintendent/District*
6. The Superintendent agrees to devote the Superintendent's time, skill, labor, and attention to said employment during the term of the contract. However, the Superintendent, with prior approval of the Board, may undertake consultative work, speaking engagements, writing and lecturing, or other professional duties and obligations, which do not impede or conflict with the Superintendent's duties.

7. The Superintendent shall attend professional development meetings and conferences at the local, state, and national levels. Prior to attending, Board approval shall be obtained for any out of state travel. The Board shall reimburse the Superintendent for actual expenses incurred in carrying out the Superintendent's professional activities when an itemized statement of travel and expenses is submitted and approved by the Board.
8. The Board shall, by direct payment or reimbursement, pay for professional dues and/or publications, which enhance professional growth opportunities for the Superintendent and/or District.
9. The Board shall provide the Superintendent with the following benefits:
  - a. Health and wellness provisions
    - (1) Reimbursement for family health insurance plan, per the Board's insurance program options
    - (2) Vision and Dental coverage per that offered to Board employees
  - b. Eleven (11) sick days per year to be accumulated without limit.
  - c. Two (2) emergency/personal days as defined in the Board Policy.
  - d. The Board shall contribute, on an equal match basis, up to \$2,000 per year for the purpose of tax-sheltered annuity.

*The Board shall at the request of the Superintendent and in accordance with the provisions of Section 403(b)457 of the Internal Revenue Code and Kentucky Statutes and related tax law, shall withhold and transfer said amount on a monthly basis, for the purposes of participation in such tax-deferred programs.*
  - e. The Board shall provide the Superintendent with technology provisions including the following:
    - (1) I-phone
    - (2) I-Pad
    - (3) Notebook
    - (4) Internet services, if needed
10. The Superintendent shall, to the best of his ability, secure capable and qualified candidates for various available positions within the District which are subject to appointment by the Superintendent.
11. The Superintendent shall be subject to discharge for good and just cause, per KRS 160.350(3), but the Board shall not arbitrarily and capriciously dismiss. No discharge shall be effective until written charges have been served and an opportunity for a fair hearing before the Board after ten (10) days being notified in writing.

12. The Board agrees that it shall defend, hold harmless, and indemnify the Superintendent from any and all demands, claims, suits, actions, and legal proceedings brought against the Superintendent in his individual capacity or in his official capacity as agent and employees of the District, provided the incident arose while the Superintendent was acting within the scope of his employment. If in the good faith opinion of the Superintendent, a conflict exists as regards the defense to such a claim between the legal position of the Superintendent and the legal position of the Board and/or District, the Superintendent may engage counsel in which event the District shall indemnify the Superintendent for the cost of legal defense.

In the event of a breach on the part of either party to this agreement, nothing contained herein shall be construed to render the obligations of either party under this agreement null and void.

This contract contains all the terms agreed upon by the parties with respect to the parties, with respect to the subject matter of this Contract 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 Contract 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.

**Newport Independent Schools Board of Education**

Dated this 29 day of February, 2012

By: Julie Smith-Harmon  
(Chairperson)

**Kelly E. Middleton**

Dated this 27<sup>th</sup> day of February, 2012

By: Kelly E. Middleton  
(Superintendent)



The Newport Board of Education held a regular meeting on August 28, 2013, at 7:00 P.M. The meeting was held in the library at Newport Middle School.

#### **CALL TO ORDER**

Chairman Ramona Malone asked for a roll call. The following were present: Chair, Ramona Malone, Vice-Chair Dr. Smith-Morrow, Melissa Sheffel, Shaun Thacker, and Theresa Miller.

Also in attendance: Superintendent Kelly Middleton, administrators, faculty, and invited guests.

Ms. Malone asked those in attendance to stand and recite the Pledge of Allegiance and for a Moment of Reflection.

#### **INTRODUCTIONS**

Building principals introduced their new staff members to the board. The district has hired 23 new certified employees for this school year.

Mr. Middleton introduced Bob Steffen, better known as Big Stef. Bob is the President of "Big Stef", Inc., which is a non-profit organization that has been raising money to support senior citizens and the less fortunate since 1986. His contribution of \$2,000 to help provide school supplies to the students of Newport this year is just one of many ways he gives back to the community year after year.

A representative from the Wildcats Youth Football team was present to thank everyone for their support. The new league is open to Newport children only. Their goal is to be a feeder program for our schools. The board took a 15-minute recess at this time.

The meeting resumed at 7:33 PM

Members of the Wildcats Youth Football Team and Cheerleaders led everyone in singing the Newport Fight Song - On Ye' Wildcats

#### **MINUTES OF JULY 24, 2013. REGULAR MEETING**

On MOTION BY SMITH-MORROW AND SECONDED BY SHEFFEL the minutes were approved as presented.

230 - MOTION CARRIED 5-0

#### **MINUTES OF AUGUST 14, 2013. WORK SESSION**

On MOTION BY SHEFFEL AND SECONDED BY SMITH-MORROW the minutes were approved as presented.

231 - MOTION CARRIED 5-0

#### **TREASURER'S REPORT**

Mr. Turner's monthly update included the following:

- Credit card information
- Monthly report
- Monthly Bank Reconciliation
- 2013 tax rates
- Football field
- SFCC payments
- Training - MUNIS and Redbook
- KY Deferred Comp

On MOTION BY SHEFFEL AND SECONDED BY SMITH-MORROW the financial report was accepted and will be filed for audit.

232 – MOTION CARRIED 5-0

On MOTION BY SMITH-MORROW AND SECONDED BY SHEFFEL the bills were approved for payment.

233 – MOTION CARRIED 5-0

### COMMUNICATIONS

The board received both school site base minutes and fund raising requests for review. There were no questions. Ms. Malone would like to see an academic challenge program developed where the district rewards students who are doing well in the classroom.

### STUDENT LEARNING AND SUPPORT SERVICES

Mr. Middleton's update included:

- Enrollment
- Opening day breakfast
- Calendars
- Heat at Newport Intermediate School

Christi Tyndall's update included:

- Teaching and Learning Initiative and Highlights for August
- Upcoming Assessments
- Upcoming events and dates
- Celebrations

Ms. Malone asked how we are monitoring teachers after they receive professional development trainings. Ms. Tyndall said they are monitored via walk-throughs, PLC meetings and minutes, learning expectations and targets. What is monitored, matters.

The question was raised regarding student qualifications for dual-credit classes thru NKU:

- Scores on ACT
- PLAN score
- GPA
- Student must show some college readiness
- 

DPP – Mr. Wills' update covered:

- Monthly attendance report showing 3 years of data
- Current enrollment
- Emergency Response & School Safety training
- Emergency Operations Plan for each school

Director of Instructional Technology – Kevin McCormick's update covered:

- New phone system
- Technology issues
- I pad 1:1
- E-mail upgrade
- E-rate filing

Kevin also distributed information prepared by Annette Horton regarding the *Parent* tab on the district website. Upon the board's request, she has perused other school district sites to get ideas on enhancing our parent page. She has moved several topics from other places on the website and placed them under the parent tab:

- Early childhood
- Enrollment
- Food service
- Inclement weather
- Transportation

### OLD BUSINESS

None

### NEW BUSINESS

1. Personnel report
2. Contract with Cincinnati Marriott at RiverCenter for the NHIS Prom 2014
3. MOA with NKU for counseling and social work with Newport Independent Schools
4. Create a new position for 21<sup>st</sup> Century at NPS and approve job description – Site Coordinator – 3 days/week/4 hours a day
5. Create a new position for 21<sup>st</sup> Century at NPS and NIS and approve job description – Site Assistants – 3-5 days/week/2-4 hours a day
6. Adopt the compensating tax rate of 97.7 cents per \$100 of real and personal property value – (the board is not seeking a 4% increase this year)
7. Adopt the motor vehicle tax rate of 99.3 cents per \$100 of value (same rate as last year)
8. Addendum to the superintendent's contract
9. Schematic design of ACES
10. SFCC payment to Ashley Construction
11. Surplus technology equipment
12. Related expenses for the board to attend the KSBA regional dinner meeting being held on October 3, 2013
13. SFCC change order for doors, floors, lights and ceilings at NIS

On MOTION BY SMITH-MORROW AND SECONDED BY SHEFFEL items 1-13 on the consent agenda were approved with the condition that applicable insurance is in place prior to students receiving services under the MOA with NKU, item 3.

234 – MOTION CARRIED 5-0

### COMMENTS FROM THE AUDIENCE

Sylvia Covington addressed the board regarding:

- Beautifying one of the stadium walls
- Communications with parents

### BOARD COMMENTS AND CONCERNS

Theresa Miller asked about televising board meetings like we have done in the past. Ms. Sheffel explained that after the high school stopped offering broadcasting classes, all the television equipment used to televise board meetings had to be returned to the state. The district has opted not to purchase any equipment due to cost and lack of qualified personnel to run the equipment.

She also wanted to ask publicly and for the minutes to reflect her third request for a copy of the cancelled check, to be provided by Mr. Middleton, showing reimbursement to the district for airline tickets purchased on the district credit card earlier this year. Ms. Malone explained that the board does not have the right to ask Mr. Middleton for a copy of his personal check but the district would be happy to provide a copy of the bank statement and deposit ticket reflecting repayment by Mr. Middleton.

### EXECUTIVE SESSION

Since the district has not received any bids on the service center property, the board did not recess to executive session.

### ADJOURNMENT

There being no further business, on MOTION BY THACKER AND SECONDED BY SHEFFEL, the meeting adjourned at 9:08 PM

235 – MOTION CARRIED 5-0

---

Chairman

---

Secretary