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, **20** 12

By: Julie Smith Harrison
(Chairperson)

Kelly E. Middleton

Dated this 27th **day of** February, **2012**

By: Kelly E. Middleton
(Superintendent)

ADDENDUM TO NEWPORT INDEPENTENT SCHOOLS SUPERINTENDENT'S CONTRACT OF EMPLOYMENT

This Addendum is entered into to set forth the specific term of the CONTRACTUAL AGREEMENT, executed between the parties in 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:

Whereas, the prior agreement was discussed and presented to be for a term of four years, per Kentucky Revised Statutes; and

Whereas, the contract did not provide the agreed upon Term;

NOW, THEREFORE, the BOARD and SUPERINTENDENT, hereby Amend the prior agreement authorized February 29, 2012 as follows:

1. The term shall be for four (4) years, beginning July 1, 2012 and ending June 30, 2016.

2. That this Addendum sets forth the Agreed Upon term that was inadvertently omitted from the prior Contract, but provides for the negotiated agreement of the parties.

3. That all other terms of the prior Agreement shall continue in full force and effect to the extent that they are not in conflict with this Addendum.

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 _____ day of August, 2013

By: _____
(Chairperson)

Kelly E. Middleton

Dated this ____ day of August, 2013

By: _____
(Superintendent)