Item #1

OLDHAM COUNTY PUBLIC SCHOOLS
CRESTWOOD, KENTUCKY

CONTRACT EMPLOYING SUPERINTENDENT

THIS CONTRACTUAL AGREEMENT, made and entered into this 31 day of May 2012, by and between the BOARD OF EDUCATION OF OLDHAM COUNTY, KENTUCKY (hereinafter the "Board"), and William Wells, Ed. (hereinafter "Superintendent"), and authorized by action at a lawful meeting of the Board held on May 21st, 2012.

RECITALS:

WHEREAS, the Board has determined that it is in the best interest of the Board to employ Superintendent to perform the duties of that statutory office pursuant to KRS 160.350 and other applicable law, on the terms and conditions specified below;

WHEREAS, Superintendent desires and agrees to be employed under such terms and conditions; and

WHEREAS, the Board and Superintendent believe that a written employment agreement is necessary and desirable to define their relationship and respective duties, and to serve as a basis for effective communication.

NOW, THEREFORE, the Board and Superintendent, for the consideration herein specified, agree as follows:

1. TERM OF EMPLOYMENT: Superintendent is hereby hired and retained for a term of four (4) years, commencing on July 1, 2012 and ending on June 30, 2016 as Superintendent of Schools for the Oldham County Public Schools. Pursuant to KRS 160.350(4), after completion of the initial term of this contract on June 30, 2016, the Board may, no later than June 30, 2016, extend the contract for one (1) additional year beyond the current term of employment.

2. DUTIES: The duties and responsibilities of Superintendent shall be all those duties incident to the Office of Superintendent imposed by the law and regulations of the Commonwealth of Kentucky and by duly adopted Board policy. Pursuant to Board Policy, the Superintendent shall serve as the Secretary of the Oldham County Board of Education without additional compensation. Other duties and responsibilities as may be required from time to time as assigned by the Board.

3. SALARY: Superintendent's annual salary for the term of this contract shall be ONE HUNDRED FIFTY-SEVEN THOUSAND FIVE HUNDRED DOLLARS ($157,500.00). The

salary shall be paid on the same dates as administrators who work twelve (12) months are paid. Beginning with the 2013/2014 school year, each year of the term the salary shall be increased by the same raises and average step increases as received by certified employees of the Board. Said compensation shall be reduced by applicable federal and state income tax withholding, mandatory and voluntary retirement contributions, and any other voluntary deductions or enrollments authorized by Superintendent.

4. PERFORMANCE GOALS AND EVALUATION:

a. During each year of the term, on or before the Board's July meeting, Superintendent shall submit a statement of recommended goals for the Oldham County public school system for the upcoming school year which shall be both measurable and specific.

b. At the end of each school year, the Board will evaluate Superintendent's performance, and determine whether Superintendent has met the goals and objectives established at the beginning of the school year.

5. CERTIFICATIONS: Pursuant to KRS 160.350, prior to assuming his duties hereunder, Superintendent shall present to the Board a statement signed by the Kentucky Commissioner of Education that he has been duly issued a certificate of administration and supervision which qualified him to hold the office of Superintendent. Further, the Superintendent shall hold such certificate throughout the period of his employment and shall complete any continuing training required by law.

6. PHYSICAL EXAMINATION: The Superintendent shall undergo a physical examination prior to beginning employment and annually thereafter during the term. The examination shall be made by a physician selected by Superintendent's and the expense of the examination shall be paid by the Board. Results of the examination shall be provided to the Board and shall include a statement that Superintendent is fit to perform the duties under this Agreement.

7. OUTSIDE ACTIVITIES: In accordance with Board Policy, Superintendent shall devote substantially all of his time, attention and energy to the business of the school district. The Board recognizes the advisability and, on occasions the necessity, of Superintendent attending seminars, courses or programs conducted or sponsored at the local, state or national levels. It is understood and agreed that the Board shall

permit a reasonable amount of time for Superintendent to attend such meetings, and for the Board to pay for necessary fees and travel and subsistence expenses. This provision shall be limited to seminars, courses, or programs that would be for the benefit of the Oldham County Public Schools.

The Superintendent may, with Board approval, undertake consulting work, speaking engagements, lecturing, writing, service on charitable, community, or non-profit Boards, or other activities that do not interfere with the discharge of his duties hereunder. If Superintendent elects to attend any function, meeting, seminar, or program wherein he is compensated for such attendance, he shall retain such compensation but the time involved with the function shall be taken as personal or vacation leave, and the Board shall not pay Superintendent's expense involved with such functions.

8. WORKING CALENDAR AND BENEFITS:

a. Working Calendar. It is understood and agreed that the Superintendent is a twelve-month employee and shall work the days required in the appropriate Board-adopted calendar for 240-day employees.

b. Leave and Other Benefits. Superintendent shall be entitled to twenty (20) days of paid vacation leave each school year. Superintendent may carry over vacation leave to the contract year after which it is accrued. However, Superintendent may not accumulate vacation leave in excess of forty (40) days at any time. Superintendent shall accrue all leave days, other than vacation, as authorized by Board policy for certified employees. Consistent with statutory law, Superintendent shall be permitted to transfer all sick leave accumulated as of June 30, 2012. In addition to those benefits set forth in this Agreement, Superintendent shall be entitled to all other fringe benefits, including disability and life insurance, to which the professional staff of the Board is entitled.

c. Expenses. The Board shall furnish Superintendent with the use of an automobile, including fuel, reasonable maintenance and insurance therefore. The Board shall pay for reasonable expenses incurred by Superintendent in the continuing performance of his duties under this Agreement. Such expenses shall include those related to professional organization dues and fees, professional development expenses, civic club dues, expenses related to hosting guests of the district or board, expenses

related to recruiting staff, and expenses related to home and mobile technology necessary for the performance of his duties.

d. Retirement Benefits. Superintendent shall have the same retirement benefits as provided certified employees under the Kentucky Teachers Retirement System.

e. Health Insurance Benefits. The Board will reimburse Superintendent for up to $600.00 per month toward the expense associated with family health insurance coverage under the health insurance plans offered through the Board of Education to its employees.

f. Life Insurance Benefits. The Board will reimburse Superintendent for up to $1,070.00 annually toward the purchase of additional life insurance on the Superintendent upon presentation of an invoice or statement.

9. TERMINATION: This Agreement may be terminated under the following conditions:

a. By expiration of its term;

b. Mutual agreement of the parties;

c. Upon Superintendent's failure to satisfactorily perform his duties;

d. Upon Superintendent's discharge for cause under KRS 160.350;

e. Upon disability of Superintendent; or

f. Upon death of Superintendent during the term.

For purposes of this agreement, "disability" shall be defined as a mental or physical condition which prevents Superintendent from performing his duties for ninety (90) consecutive days or longer. In the event this contract is terminated other than by its expiration, Superintendent, or his estate as the case may be, shall be entitled to receive all compensation and benefits earned or accrued through the date of termination, but shall receive no other compensation.

10. SAVINGS CLAUSE: If, during the term of this Agreement, it is found that a specific clause of the Agreement is illegal under federal or state law, the remainder of the Agreement not affected by such a ruling shall remain in force.

11. MISCELLANEOUS.

a. This agreement has been executed in Kentucky and shall be governed in accordance with the laws of the Commonwealth of Kentucky in every aspect.

b. Paragraph headings have been inserted for convenience or reference only, and if there shall be any conflict between any such headings and the text of this Agreement, the text shall control.

c. This Agreement shall be executed in duplicate originals.

d. This Agreement contains all of the terms agreed upon by the parties with respect to the subject matter of this Agreement and supersedes all prior arrangements, and communications between the parties concerning such subject matter, whether oral or written.

e. This agreement may not be modified unless it is in writing, signed by both parties.

IN TESTIMONY THEREFORE, the Board and Superintendent have caused this Agreement to be executed in their respective names, and in the case of the Board, by its Chair, on the day and year first above written.

BOARD OF EDUCATION OF OLDHAM:
Crestwood, Kentucky

Joyce Fletcher, Chair

ATTEST:

Randy Davis, Interim Treasurer

SUPERINTENDENT:

William Wells

STATE OF KENTUCKY)
)ss
COUNTY OF OLDHAM)

Subscribed, sworn to, and acknowledged before me on this the 31st day of May, 2012, by Joyce Fletcher, Chair of the Board of Education of Oldham County, Kentucky for and on behalf of said Board.

Anne Courtney Coorsen
Notary Public, State at Large, Kentucky
My Commission Expires: 9-6-14

STATE OF KENTUCKY)
)ss
COUNTY OF OLDHAM)

Subscribed, sworn to, and acknowledged before me on this the 31st day of May, 2012, by Randy Davis, interim Treasurer to the Board of Education of Oldham County, Kentucky, for and on behalf of said Board.

Anne Courtney Coorsen
Notary Public, State at Large, Kentucky
My Commission Expires: 9-6-14

STATE OF KENTUCKY)
)ss
COUNTY OF OLDHAM)

Subscribed, sworn to, and acknowledged before me on this the 31st day of May, 2012, by William Wells, Superintendent.

Anne Courtney Coorsen
Notary Public, State at Large, Kentucky
My Commission Expires: 9-6-14

Item #1

OLDHAM COUNTY PUBLIC SCHOOLS
CRESTWOOD, KENTUCKY

COPY

FIRST AMENDMENT TO
CONTRACT EMPLOYING SUPERINTENDENT

THIS FIRST AMENDMENT, is made and entered into this 29th day of November 2012, by and between the BOARD OF EDUCATION OF OLDHAM COUNTY, KENTUCKY (hereinafter the "Board"), and William Wells, Ed. (hereinafter "Superintendent"), and authorized by action at a lawful meeting of the Board held on November 26th, 2012.

RECITALS:

WHEREAS, the Board and the Superintendent entered into a written employment agreement on May 31st, 2012 ("Written Agreement") to employ Superintendent to perform the duties of that statutory office pursuant to KRS 160.350 and other applicable law, on the terms and conditions specified below;

WHEREAS pursuant to paragraph 8(c) of the Written Agreement the Board agreed to provide Superintendent with the "use of an automobile, including fuel, reasonable maintenance and insurance therefore";

WHEREAS, for liability and cost concerns the parties have determined and agreed that a vehicle allowance is preferable to the provision of an automobile; and

WHEREAS, the Board and Superintendent are agreeable to amending paragraph 8(c) of their Agreement to substitute an allowance for the provision of an automobile;

NOW, THEREFORE, the Board and Superintendent, for the consideration herein specified, agree to the amendment of the Written Agreement as follows:

A. Paragraph 8(c) is hereby amended by the deletion of the first sentence, which provides the Superintendent with the use of an automobile including fuel, reasonable maintenance and insurance therefore.
B. Paragraph 8(c) is further amended by the addition of the following: The Board shall provide the Superintendent with $700 per month for travel on board business during the term of the written agreement. The vehicle allowance will cover the cost of leasing or purchasing, fuel, maintenance, and automobile insurance.
C. Unless otherwise specifically amended, all other terms and conditions of employment set forth in the Written Agreement shall remain in full force and

effect.

IN TESTIMONY THEREFORE, the Board and Superintendent have caused this First Amendment to the Written Agreement to be executed in their respective names, and in the case of the Board, by its Chair, on the day and year first above written.

BOARD OF EDUCATION OF OLDHAM:
Crestwood, Kentucky

Joyce Fletcher, Chair

ATTEST:

Randy Davis, Interim Treasurer

SUPERINTENDENT:

William Wells

STATE OF KENTUCKY)
)ss
COUNTY OF OLDHAM)

Subscribed, sworn to, and acknowledged before me on this the 29th day of November, 2012, by **Joyce Fletcher**, Chair of the Board of Education of Oldham County, Kentucky for and on behalf of said Board.

Anne Courtney Coorsen
Notary Public, State at Large, Kentucky
My Commission Expires: 9-20-2014

STATE OF KENTUCKY)
)ss
COUNTY OF OLDHAM)

Subscribed, sworn to, and acknowledged before me on this the 29th day of November, 2012, by **Randy Davis**, interim Treasurer to the Board of Education of Oldham County, Kentucky, for and on behalf of said Board.

Anne Courtney Coorsen
Notary Public, State at Large, Kentucky
My Commission Expires: 9-20-2014

STATE OF KENTUCKY)
)ss
COUNTY OF OLDHAM)

Subscribed, sworn to, and acknowledged before me on this the _____ day of November, 2012, by **William Wells**, Superintendent.

_____
Notary Public, State at Large, Kentucky
My Commission Expires: