WEBSTER COUNTY BOARD OF EDUCATION
DIXON, KENTUCKY

CONTRACT EMPLOYING SUPERINTENDENT

This AGREEMENT, made and entered into this the 10th day of March, 2014, by and between the BOARD OF EDUCATION OF WEBSTER COUNTY, KENTUCKY (hereinafter referred to as the "BOARD"), party of the first part, and DR. RACHEL YARBROUGH, (hereinafter referred to as the "SUPERINTENDENT"), party of the second part, and authorized by action at a lawful meeting of the BOARD held on the 10th day of March, 2014, and as found in the minutes of that meeting.

WITNESSETH:

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

1. **TERM OF EMPLOYMENT**: The Superintendent is hereby employed for the term beginning on the 1st day of July, 2014, and ending at 12:00 a.m. on June 30, 2018. The Superintendent will assume the duties of office on 1st day of July, 2014. Prior to commencing employment, the Superintendent shall furnish to the Board a valid and appropriate certificate to act as Superintendent in accordance with the laws of the Commonwealth of Kentucky and as directed by the Board.

2. **DUTIES**: The duties and responsibilities of the Superintendent shall be all those duties incident to the Office of Superintendent imposed by the law and regulations of the Commonwealth of Kentucky, Board policies and procedures, and such other duties and responsibilities as may be assigned to the Superintendent by the Board.

The Superintendent shall act as Secretary to the Board, for which no additional pay will be received, as per KRS 160.440.

The Superintendent shall act as Chief Financial Officer for the Webster County School District, for which no additional pay will be received, until such time as the Superintendent allocates that position to an employee trained and certified to fill that position.

3. **OUTSIDE ACTIVITIES**: The Superintendent and Board recognize the advisability and on occasion the necessity of the Superintendent to attend seminars, courses, or programs conducted or sponsored at the local and state levels. The Board shall permit a

reasonable amount of time for the Superintendent to attend such meetings, and agrees to pay the necessary fees, travel and subsistence expenses as it may approve or as may be provided for in Board policy. This provision shall be limited to seminars, courses, or programs that would be for the benefit of the Webster County School District.

4. **COMPENSATION**: The Board hereby agrees to compensate the Superintendent a salary of ONE HUNDRED TWENTY THOUSAND DOLLARS and NO CENTS ($120,000.00) per school calendar year (July 1 – June 30). Said salary shall be paid subject to the Policies and Procedures of the Board.

Annually, following the Superintendent's evaluation, the Superintendent shall be entitled to consideration of a merit raise based on the evaluation. The Board may also consider as factors the average percentage of increase given statewide to all certified school employees and any districtwide increase given to other certified staff.

5. **EVALUATION**: The Board shall, at least on an annual basis, conduct an evaluation of the Superintendent. The Board shall devote a portion of one meeting, at least annually, to an evaluation of the Superintendent's performance and to a discussion of the working relationship between the Superintendent and the Board. Such annual discussions shall be held in executive closed session at a scheduled board meeting.

6. **WORKING DAYS**: The parties hereto provide and agree that each school year, from July 1 through June 30, during the term of this Contract, shall consist of 240 working days. If the Superintendent elects to not work for five (5) or more days consecutively, this shall be subject to the approval of the Board.

7. **BENEFITS**:

a. Vacation: The Superintendent shall receive fifteen (15) vacation days per year of this Contract. Vacation days are included in the 240 working days. Vacation days not used will roll over into any subsequent school year.

b. Holidays: As a twelve-month employee, the Superintendent shall receive pay for up to six (6) holidays throughout the school year in compliance with Section 3.122 of the Policies and Procedures of the Board for all certified employees. Holidays are included in the 240 working days.

c. Sick Days: The Superintendent shall have ten (10) sick leave das per school calendar year available to her that are governed and regulated by Section

3.1232 of the Policies and Procedures of the Board for all certified employees. Sick days not used will roll over into any subsequent year.

d. Personal/Emergency Leave: The Superintendent shall have three (3) personal/emergency leave days per school calendar year available to her that are governed and regulated by Section 3.1231 of the Policies and Procedures of the Board for all certified employees. Personal days not used will roll over into any subsequent year.

e. Expenses: The Board shall pay or reimburse the Superintendent for reasonable expenses approved by the Board and incurred by the Superintendent in the continuing performance of her duties under this contract, as determined by the Board and in compliance with the applicable Policies and Procedure of the Board.

f. Professional and Civic Dues: The Board recognizes the mutual benefit derived by the Superintendent and the Board by and through the Superintendent's membership in certain professional and civic organizations. The Board shall be responsible for the Superintendent's membership dues to the Kentucky Association of School Administrators, the Kentucky Association for School Superintendents, the Association for Supervision and Curriculum Development and Kentucky Association of School Business Officers.

g. Automobile Expenses: The Superintendent shall be reimbursed for mileage expenditures as set forth in Section 3.125 of the Policies and Procedures of the Board for expense reimbursement.

h. Retirement Benefits: The Superintendent shall have the same retirement benefits as provided for state certified employees under the Kentucky Teacher's Retirement System and as in the Policies and Procedures of the Board. The Superintendent shall be responsible for the employee's contribution to the Kentucky Teacher's Retirement System.

i. Technology: Cell phone, computer, allowance for purchase or services, and/or technology benefits that are provided to other district employees.

8. **BOARD POLICY**: The Superintendent's duties and obligations are governed by Board Policy unless otherwise specifically modified herein. All employment benefits provided to the Superintendent are as specifically enumerated in this Contract and shall supersede any general policy applicable to other employees of the Board.

9. **CRIMINAL BACKGROUND CHECK**: The parties hereto agree and provide that this Contract is subject to a criminal background check of the Superintendent and further that in the event said criminal background check produces information to which the Board did not review during the interview and consideration of the Superintendent, the contract is null and void and there shall be no standing obligation to abide by the contract's terms.

10. **VIOLATION OF FEDERAL OR STATE LAW**: The Superintendent hereby provides that in the event she is investigated and/or charged for a crime or regulation violation of federal or state law, she shall inform the Board within 48 hours of the situation. Further, if the Board is informed of such conduct, the Board shall have the opportunity to review the continuation of the Superintendent's contract with the Superintendent if such conduct does rise to the level of conduct unbecoming of an educator and/or results in license suspension or revocation by the Professional Standards Board.

11. **NOTICE**: Any notice or communication permitted or required under this contract shall be in writing and shall become effective on the day of mailing thereof by first class mail, registered or certified mail, postage prepaid, and addressed to the following:

a. If to the BOARD, address to:
Chairperson, Webster County Board of Education
CC: Brandi Rogers, Board Attorney
Frazer Rogers & Peek
200 South Main Street
Marion, Kentucky 42064
270/965-2261

b. If to the SUPERINTENDENT, address to:
Superintendent, Webster County Schools
DR. RACHEL YARBROUGH
210 Shannon Lane
Madisonville, KY 42431

12. **TERMINATION OF EMPLOYMENT CONTRACT**: This Contract may be terminated per the Policies and Procedures of the Board or may be terminated by one of the following:

a. By expiration of its terms;

b. Mutual agreement of the parties; or

c. Discharge for cause.

In the event the Superintendent wishes to request the Board's agreement for termination of this contract, the Superintendent must give a minimum of six (6) months' notice of her intended last day as Superintendent for the Webster County School District.

13. **SEVERABILITY**: If, during the term of this Agreement, it is found that a specific clause hereof is illegal or otherwise unenforceable, the remainder of the Agreement not affected thereby shall remain in full force and effect.

14. **FULL AGREEMENT**: This Agreement, which shall be executed in duplicate originals, contains all of the terms agreed upon by the parties with respect to the subject matter hereof and supersedes all prior agreements, arrangements, understandings and communications between the parties concerning the subject matter hereof, whether oral or written.

15. **MISCELLANEOUS**:

a. This Contract has been executed in Kentucky, and shall be governed in accordance with the laws of the Commonwealth of Kentucky in every respect and the parties hereto agree that venue is proper with Webster Circuit Court.

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 Contract, the text shall control. This Contract was drafted by the law firm of FRAZER, ROGERS & PEEK in the capacity of Attorney for the Board. The Superintendent acknowledges no legal advice has been given concerning this Agreement by FRAZER, ROGERS & PEEK. The Superintendent acknowledges the right to seek and utilize the services of independent legal counsel prior to negotiating and executing this Agreement. The Superintendent acknowledges that he understands the provisions of this Contract and that the Contract is fair and equitable, and it is being entered into voluntarily.

IN WITNESS WHEREOF, 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.

BOARD OF EDUCATION
WEBSTER COUNTY, KENTUCKY

BY: _____
Jeff Pettit, Chairperson

SUPERINTENDENT

_____
DR. RACHEL YARBROUGH

COMMONWEALTH OF KENTUCKY)
) Sct.
COUNTY OF WEBSTER)

Subscribed and sworn to before me by JEFF PETTIT, Chairperson, Board of Education of Webster County, Kentucky, on behalf of the Board of Education of Webster County, Kentucky as his free act and deed and that he is known to me and in the person who executed this instrument on this 10th day of March, 2014.

_____
NOTARY PUBLIC
My Commission expires: 6/21/16

COMMONWEALTH OF KENTUCKY)
) Sct.
COUNTY OF WEBSTER)

Subscribed and sworn to before me by DR. RACHEL YARBROUGH as her free act and deed and that she is known to me and in the person who executed this instrument on this 10th day of March, 2014.

_____
NOTARY PUBLIC
My Commission expires: 6/21/16

DRAFTED BY:

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