West Point Independent School District

WEST POINT, KENTUCKY

CONTRACT EMPLOYING SUPERINTENDENT

This CONTRACTUAL AGREEMENT, made and entered into this **5th** day of **May**, 2014, by and between the **BOARD OF EDUCATION OF WEST POINT INDEPENDENT SCHOOLS** (hereinafter the "BOARD"), and **Mickey Brangers** (hereinafter "SUPERINTENDENT"), and authorized by action at a lawful meeting of the BOARD held on the May 5, 2014.

WITNESSETH:

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

IT IS AGREED:

1. **TERM OF EMPLOYMENT**

SUPERINTENDENT is hereby hired and retained for a term commencing on July 1, 2014 through June 30, 2016, as Superintendent of Schools for West Point Independent Schools, West Point, Kentucky.

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 regulation of the Commonwealth of Kentucky and in keeping with Board policy. Other duties and responsibilities as may be needed from time to time may be assigned to the SUPERINTENDENT by the BOARD.

3. **OUTSIDE ACTIVITIES**

SUPERINTENDENT shall devote his time, attention, and energy to the business of the school district.

The SUPERINTENDENT and BOARD recognize the advisability and on occasions the necessity of SUPERINTENDENT to attend seminars, courses, or programs conducted or sponsored at the local, state, or national levels. It is understood and agreed that the district shall permit a reasonable amount of time for the SUPERINTENDENT to attend such meetings, for the BOARD to pay for necessary fees and travel and subsistence expenses as may be approved by the BOARD or as may be set forth in local Board policy. This provision shall be limited to seminars, courses, or programs that would be for the benefit of the West Point Independent Schools. The BOARD shall have ultimate discretion in determining the SUPERINTENDENT'S attendance and the amount of money to defray reasonable and necessary travel and subsistence expenses.

However, if the SUPERINTENDENT elects to attend any function, meeting, seminar, or program wherein he is compensated as a lecturer, consultant, or for such attendance, the time involved with such functions shall not be considered as part of the 240 required working days and the BOARD shall not pay the SUPERINTENDENT'S expenses involved with such functions.

4. **COMPENSATION**

The salary shall be $75,109 ($50,188 + 14,921- extended days + 10,000 Supt stipend) for the 2014-2015 school years. Any KDE mandated salary increases will be added to the superintendents salary also. The salary shall be paid bi-monthly installments on the same dates administrators who work twelve (12) months are paid.

The BOARD based upon its evaluation of the SUPERINTENDENT, may adjust the salary of the SUPERINTENDENT during the term of this AGREEMENT, provided that in no event shall the SUPERINTENDENT be paid less than the salary specified above. Any such adjustment of salary made during the term of this AGREEMENT shall be in the form of an amendment to this AGREEMENT. Any said adjustment shall become part of this AGREEMENT, but shall not be deemed that the BOARD and SUPERINTENDENT have

entered into a new AGREEMENT, nor shall it be deemed that the termination date of the existing AGREEMENT has been extended. Although the SUPERINTENDENT'S salary may be increased at the discretion of the BOARD, nevertheless, this provision shall not be construed as an expectation by the SUPERINTENDENT that any such increase will occur. The BOARD shall, at lease on an annual basis, conduct an evaluation of the SUPERINTENDENT.

5. **WORKING DAYS AND BENEFITS**

a. **Working Days** It is understood and agreed that each school year, from July 1 through June 30 during the term of this AGREEMENT, shall consist of 240 working days, plus 20 paid vacation days. If the SUPERINTENDENT elects to be away from the job for five (5) or more days consecutively, this shall be subject to BOARD approval. Days not worked by the SUPERINTENDENT shall be noted in the minutes of the next regularly scheduled BOARD meeting after said days are taken.

b. **Vacation** The SUPERINTENDENT shall be entitled to twenty (20) days of paid vacation each school year.

c. **Leaves** The SUPERINTENDENT shall accrue all leave days as authorized by Board Policy for certified employees. Consistent with statutory law, the SUPERINTENDENT shall be permitted to transfer all sick leave accumulated as of June 30, 2016.

d. **Expenses** The BOARD shall pay or reimburse SUPERINTENDENT for reasonable expenses approved by BOARD and incurred by SUPERINTENDENT in the continuing performance of his duties under this AGREEMENT, as determined by the Board and according to Board Policy.

e. **Professional and Civic Dues** The BOARD recognizes the mutual benefits derived by the SUPERINTENDENT and the BOARD of the SUPERINTENDENT'S membership in certain professional and civic organizations. The BOARD agrees to pay dues for the Kentucky Association of School Superintendents (KASS), the Kentucky Association of School Administrators (KASA), and one (I) civil club of the SUPERINTENDENT'S choice.

f. **Automobile Expenses** The SUPERINTENDENT shall be reimbursed for mileage per Board Policy.

g. **Retirement Benefits** The SUPERINTENDENT shall have the same retirement benefits as provided certified employees under the Kentucky Teachers Retirement System and as in Board policy.

h. **Technology Benefits** The SUPERINTENDENT shall be provided a laptop and cell phone for use through out the contract.

6. **TERMINATION OF EMPLOYMENT AGREEMENT**

This AGREEMENT may be terminated as per the Board's Policy and shall also include the following:

a. By expiration of its term;

b. Mutual agreement of the parties;

c. Discharge for cause.

7. **DUTIES AND OBLIGATIONS**

The SUPERINTENDENT'S duties and obligations are governed by Board policy and applicable Kentucky Revised statues.

8. **ADDITIONAL DUTIES & COMPENSATION**

SUPERINTENDENT shall continue to serve in the capacity of Director of Pupil Personnel and Safe School Director. It is agreed that he will be paid $2,500 in addition to the sum set forth in paragraph 4.

9. **All benefits of the SUPERINTENDENT** are specifically spelled out in this AGREEMENT and override any general policy which might be in existence for other employees.

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 respect. The parties agree that venue shall be in Hardin County, Kentucky.

b. Paragraph headings have been inserted for convenience or reference only, and if here shall be any conflict between any such headings and the text of his 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 agreements, arrangements, and communications between the parties concerning such subject matter, whether oral or written.

IN TESTIMONY HEREOF, the BOARD and SUPERINTENDENT have caused this AGREEMENT 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

WEST POINT INDEPENDENT SCHOOLS

By: Sherry McGivern

Sherry McGivern, CHAIRPERSON

ATTEST:

SECRETARY

Mickey Brangers, SUPERINTENDENT

STATE OF KENTUCKY
COUNTY OF HARDIN:

Subscribed, sworn to, and acknowledged before me by Sherry McGivern Chairperson, **West Point Independent Board of Education**, and **Mickey Brangers** on this **5th** day of **May, 2014** to be their true act and deed.

My Commission Expires: April 16, 2016

Darlene Sue Boozer
Notary Public