

SUPERINTENDENT'S CONTRACT

This Agreement made and entered into 10th day of January, 2012, between the Board of Education of the Williamsburg Independent School District, Williamsburg, Kentucky, and the undersigned Superintendent, Dennis W. Byrd.

WITNESSETH:

The undersigned Superintendent, holding a superintendent's certificate in administration as provided by law and as recorded below, hereby contracts with the Board of Education of the Williamsburg Independent School District, Williamsburg, Kentucky, to serve as Superintendent of Schools of said district for a term of four years beginning July 1, 2012 and expiring June 30, 2016. This being in accordance with the Common School Laws and the Rules and Regulations prescribed in pursuance thereof by the State Board of Elementary and Secondary Education.

The parties agree that the terms of employment shall be as follows:

- The initial annual salary of the superintendent shall be \$105,000.00 per year, payable in equal installments in accordance with the policy of the Board regarding payment of other professional staff members in the district. The parties shall annually agree to modification of this salary, provided the salary in each subsequent year shall be increased by an amount at least equal to the greatest dollar or percentage increase received by any certified employee on the district salary schedule. Within ninety days of the date permitted for renewal of this contract pursuant to state law, the Board shall renew the contract, or shall notify the Superintendent of its intent not to renew the contract.

- The Superintendent agrees to faithfully perform the duties of the Superintendent of Schools and to serve as executive officer of the Board of Education.
- The Superintendent is contracted to work 240 days per year and is considered to be a full-time annual employee.
- Sick leave days of the Superintendent shall be transferable into the district in accordance with the Kentucky Revised Statutes and shall be earned and cumulative as provided by Board policies.
- Medical, hospitalization, and other health related insurance shall be made available to the Superintendent and his family with any required premiums to be paid by the school district.
- The opportunity shall provide the Superintendent to participate in a tax deferred annuity program of his choosing, allowing him to allocate, and transfer, a designated amount to the program, from his salary each year.
- The Superintendent may attend appropriate professional meetings at the local, state, and national level to enhance his professional growth and knowledge at the expense of the school district.
- All dues to professional organizations pertaining to the duties, responsibilities, and functions of the superintendency shall be paid by the school district.
- The Superintendent shall furnish, throughout the life of his contract, a valid and appropriate certificate to act as Superintendent of Schools in the Commonwealth of Kentucky as directed by the Board of Education.
- The Superintendent may undertake consultative work, speaking engagements, lecturing, writing, or other professional duties and obligations, which do not impede or conflict with the Superintendent's duties.
- The Board, at its expense, shall provide the Superintendent with computer equipment, cellular telephone, Internet services, and

other necessary communication services that will allow the Superintendent to perform the duties of the office while at home or traveling.

- The Superintendent, as executive agent of the Board, shall be in charge of the educational and business affairs, including all employees of the district. This includes all hiring, duties, and dismissals of any employee of the district. The Board, as a body, shall refer all appropriate matters to the Superintendent for study and recommendation. Nothing in this section shall be constructed as preventing the Board from acting in any matter in which it is entitled to act by law.
- Absent mutual agreement, this contract may be terminated by the Board only upon a showing of legal cause and in accordance with statutory procedures. The Board shall fairly consider releasing the Superintendent from this contract should the Superintendent receive an opportunity for professional advancement.
- 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 as agent and employee of the Board, provided the incident arose while the Superintendent was acting within the scope of employment. If in the good faith opinion of the Superintendent and that of the Board, the Superintendent may engage counsel, in which event the Board shall indemnify the Superintendent for the cost of legal defense.
- The Superintendent shall further act as Secretary of the Board of Education and shall be custodian of records for the school district.
- In consideration of the irregular work schedule and significant time demands of the office of Superintendent, the Board shall reimburse the cost of the Superintendent's spouse accompanying

the Superintendent on professional activities attended by the Superintendent.

It is agreed that the Board, individually and collectively, shall refer all criticisms, complaints, and suggestions called to its attention to the Superintendent for study and recommendations to the Board.

In testimony whereof, witness the signature of the parties hereto as the day, month, and year first herein written.

**BOARD OF EDUCATION
WILLIAMSBURG INDEPENDENT
SCHOOL DISTRICT
WILLIAMSBURG, KENTUCKY**

Chairman
Dr. John A. Jeffries

Superintendent
Dennis W. Byrd

COMMONWEALTH OF KENTUCKY
COUNTY OF WHITLEY

Subscribed, acknowledged and sworn me by Dr. John A. Jeffries and Dennis W. Byrd, on this the _____ day of _____, 2012.

NOTARY PUBLIC (My Commission Expires: _____)