WILLIAMSTOWN INDEPENDENT SCHOOLS
Williamstown, Kentucky
CONTRACT EMPLOYING SUPERINTENDENT

This CONTRACTUAL AGREEMENT made and entered into this 25th day of April, 2016 by and between the WILLIAMSTOWN BOARD OF EDUCATION (hereinafter the "BOARD"), and MISTY MIDDLETON (hereinafter "SUPERINTENDENT"), and authorized by action at a lawful meeting of the Board held on the 20th day of April, 2016 and to be acknowledged by the Board at its next regular meeting scheduled for the 9th day of May 2016.

WITNESSETH

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

IT IS AGREED:

1. TERMS OF EMPLOYMENT

   SUPERINTENDENT is hereby hired and retained for a term commencing on July 1, 2016 to June 30, 2020, as Superintendent of the Williamstown Independent Schools District in Williamstown, KY.

2. DUTIES

   The duties and responsibilities of the SUPERINTENDENT shall be all those duties incident to the Office of the Superintendent imposed by the law and regulations 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 SUPERINTENDENT by the BOARD. The SUPERINTENDENT shall reside in the Williamstown Independent School District.

3. OUTSIDE ACTIVITIES

   SUPERINTENDENT shall devote her time, attention, and energy to the business of the school district. However, she may serve as a consultant to other districts or education agencies, lecture, engage in writing activities and speaking engagements, and engage in other activities which are of a short-term duration at her discretion, so long as such activities do not interfere with her duties as SUPERINTENDENT of the Williamstown Independent Schools District and so

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long as SUPERINTENDENT fully works the required days under Paragraph 5.a. below.

The SUPERINTENDENT and the BOARD recognize the advisability and on occasions the necessity of the SUPERINTENDENT to attend 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 the SUPERINTENDENT to attend such meetings, for the BOARD to pay for necessary fees and travel and subsistence expenses as may be pre-approved by the BOARD or stipulated in the annual budget, or 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 Williamstown Independent Schools. The BOARD shall have the ultimate discretion in determining SUPERINTENDENT'S attendance and the amount of money to defray reasonable and necessary travel and subsistence expenses.

However, if SUPERINTENDENT elects to attend any function, meeting, seminar, or program wherein she 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 SUPERINTENDENT'S expenses involved with such functions.

4. COMPENSATION

The salary shall be One Hundred Five Thousand ($105,000.00) dollars per school year. The salary shall be paid to SUPERINTENDENT in equal and regular installments on the same dates as administrators who work twelve (12) months are paid. The SUPERINTENDENT shall receive the same increase of salary for each year that the certified staff receives and her salary shall increase as she proceeds through the salary schedule by rank and experience.

The BOARD based upon its evaluation of SUPERINTENDENT, may adjust the salary of 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 (except the annual increase provided above) made during the term of this AGREEMENT shall be in the form of an amendment to this AGREEMENT, but it 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 salary of SUPERINTENDENT may be increased at the discretion of the BOARD, nevertheless, this provision shall not be construed as an expectation by the SUPERINTENDENT that such increase (except the annual increase provided above) shall occur. The BOARD shall conduct an evaluation of the SUPERINTENDENT consistent with all applicable laws, regulations, and BOARD policies.

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. 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, the entirety of which shall be taken during the school year which the vacation days were accrued. The SUPERINTENDENT shall have holidays and other days off throughout the school year provided for other twelve (12) months certified employees.

c. Leaves – The SUPERINTENDENT shall accrue all leave days as authorized by BOARD policy for certified employees.

d. Health Insurance – The Parties acknowledge that the SUPERINTENDENT shall participate in the State health insurance plan on the same basis as any certified employee of the Williamstown Independent Schools.

e. Expenses – The BOARD shall pay or reimburse SUPERINTENDENT for reasonable expenses approved by the BOARD and incurred by SUPERINTENDENT in the continuing performance of her duties under this AGREEMENT, as determined by the BOARD and according to applicable BOARD policy.

f. Professional Dues – The BOARD recognizes the mutual benefits derived by the SUPERINTENDENT and the BOARD of the SUPERINTENDENT'S membership in certain professional organizations. The BOARD agrees to pay dues for the Kentucky Association of School Superintendents (KASS), the Kentucky Association of School Administrators (KASA) and one (1) civil organization of the SUPERINTENDENT'S choice upon receipt of statements.

g. Automobile Expenses – The SUPERINTENDENT shall be reimbursed for mileage per Board Policy.

h. Retirement Benefits – The SUPERINTENDENT shall have the same retirement benefits as provided certified employees under the Kentucky Teacher's Retirement System and as in BOARD policy.

6. CERTIFICATE

The SUPERINTENDENT shall furnish to the BOARD prior to commencement of this CONTRACTURAL AGREEMENT, a valid and appropriate certificate to act as a local superintendent of school in accordance with the laws and regulations of the Commonwealth of Kentucky and otherwise comply with the provisions of KRS 160.350.

7. NOTICE

Any notice or communication permitted or required under this AGREEMENT shall be in writing and shall become effective on the day of mailing thereof by first class mail, registered or certified mail, postage prepaid to the following addresses and must be simultaneously electronically mailed:

If to BOARD, address to:
Chairperson, Board of Education
Williamstown Independent Schools District
300 Helton Street
Williamstown, KY 41097
Email: rosborne@wtownky.org (or such other address provided to the SUPERINTENDENT by proper Notice herein)

If to SUPERINTENDENT, address to:
Superintendent
Williamstown Independent Schools District
300 Helton Street
Williamstown, KY 41097
Email: misty.middleton@williamstown.kyschools.us (or such other address provided to the BOARD by proper Notice herein)

8. TERMINATION OF EMPLOYMENT AGREEMENT

This agreement may be terminated as per BOARD policies and may also be terminated for the following reasons:

a. Expiration of this AGREEMENT'S term;
b. Mutual written agreement of the parties;
c. Discharge for cause;
d. Any permissible reason or method described in K.R.S. 160.350 or other applicable laws

9. BOARD POLICY

The SUPERINTENDENT'S duties and obligations are governed by BOARD policy, unless otherwise specifically modified hereinabove.

All benefits of 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

This AGREEMENT has been executed in Kentucky, and shall be governed in accordance with the laws of the Commonwealth of Kentucky in every respect. Any court action between the parties to this AGREEMENT shall be filed only in the Commonwealth of Kentucky State Court for the County of Grant.

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

This AGREEMENT shall be executed in duplicate originals.

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 parties concerning such subject matter, whether oral or written.

In TESTIMONY THEREOF, 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.

WILLIAMSTOWN INDEPENDENT
BOARD OF EDUCATION

BY: Roy W. Osborne
ROY OSBORNE, CHAIRPERSON

ATTEST:

Cliff Wallace
CLIFF WALLACE, VICE CHAIRPERSON

Misty Middleton
MISTY MIDDLETON, SUPERINTENDENT

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COMMONWEALTH OF KENTUCKY
COUNTY OF GRANT, SS

Subscribed and sworn to before me, a Notary Public by the above named Roy Osborne, Chairperson, Williamstown Independent Board of Education, and Misty Middleton, on this 25th day of April, 2016.

Tamie Osborne
NOTARY PUBLIC – State at Large
My Commission expires: 3-2-2018

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