Williamstown Independent Schools District
Williamstown, Kentucky
Contract Employing Superintendent

This CONTRACTUAL AGREEMENT (hereinafter "CONTRACT") made and entered into this 8th day of April, 2013, by and between the WILLIAMSTOWN INDEPENDENT SCHOOLS BOARD OF EDUCATION (hereinafter the "BOARD"), and SALLY SKINNER (hereinafter "SUPERINTENDENT"), and authorized by action at a lawful meeting of the Board held on this 8th day of April, 2013.

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, 2013, to June 30, 2017, as Superintendent of the Williamstown Independent Schools District in Williamstown, Kentucky.

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 as provided within BOARD policies. The BOARD may assign other duties and responsibilities as may be needed from time to time to the SUPERINTENDENT. The SUPERINTENDENT shall reside in the Williamstown Independent Schools District.

3. OUTSIDE ACTIVITIES

   SUPERINTENDENT shall devote her time, attention, and energy to the business of the Williamstown Independent Schools District.

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The SUPERINTENDENT and 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 district shall permit a reasonable amount of time for the SUPERINTENDENT to attend such meetings, for the BOARD to pay for necessary fees, including membership fees for up to three organizations, and travel and subsistence expenses as may be approved by the BOARD 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 District. 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 the 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 day required working days and the BOARD shall not pay the SUPERINTENDENT'S expenses involved with such functions.

4. COMPENSATION

The salary for serving as superintendent shall be One Hundred Ten Thousand ($110,000.00) dollars per school year. The salary shall be paid in equal and regular installments on the same dates 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 the SUPERINTENDENT, may adjust the salary of the SUPERINTENDENT during the term of this CONTRACT, 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 CONTRACT shall be in the form of an amendment to this CONTRACT but shall not be deemed that the BOARD and SUPERINTENDENT have entered into a new CONTRACT, nor shall it be deemed that the termination date of the existing CONTRACT 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 such increase shall occur. The BOARD shall conduct an evaluation of the SUPERINTENDENT. The BOARD shall devote a portion of one meeting to an evaluation of the SUPERINTENDENT'S performance and to a discussion of the working relationship between the SUPERINTENDENT and the BOARD. The evaluation and assessment shall be reasonably related to the position description of SUPERINTENDENT and the goals and objectives of the District. The SUPERINTENDENT shall submit to the BOARD a recommended format for this written evaluation and assessment.

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, the SUPERINTENDENT shall engage 240 working days. The parties acknowledge that there are 260 (52 x 5) working days in one year. Therefore, the SUPERINTENDENT is entitled to 20 (260 – 240) days of vacation leave and is not entitled to additional vacation or leave time. In the event that the SUPERINTENDENT does not utilize one or more of her 20 vacation leave days, such unused days shall not be added to the next school year's vacation days. In the event this agreement is terminated under paragraph 6 of this agreement, then the SUPERINTENDENT shall receive no compensation or pay of any kind for any unused vacation days.

b. Expenses – The BOARD shall pay or reimburse the 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 BOARD policies. Specifically the BOARD agrees to reimburse the SUPERINTENDENT for all mileage driven to and from events or activities approved by the BOARD by the SUPERINTENDENT in the SUPERINTENDENT'S personal motor vehicle at the same rate of reimbursement provided to the certified staff members of the Williamstown Independent Schools District.

c. Retirement Benefits – The SUPERINTENDENT shall have the same retirement benefits as provided certified employees under the Kentucky Teachers Retirement System (KTRS) and as in the BOARD's policies. However, in addition to the retirement benefits provided above, the SUPERINTENDENT shall receive reimbursement from the BOARD once per month in an amount equal to the sum paid by the SUPERINTENDENT into the KTRS. This reimbursement to the SUPERINTENDENT shall be paid by the BOARD through a payroll distribution with all other ordinary withholdings, deductions and other debits. The maximum amount of this reimbursement shall be $12,000.00 per school year. The SUPERINTENDENT shall be solely responsible for the payment of all taxes of any taxing authority associated with the above described reimbursement from the BOARD.

d. Life Insurance – The BOARD shall pay directly or reimburse the SUPERINTENDENT for the annual premium expenses for a One Hundred Thousand Dollars ($100,000.00) term life insurance policy.

e. 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 District. The BOARD further agrees to pay any additional costs associated with the SUPERINTENDENT's participation in the State health insurance plan at the family rate.

6. <u>CERTIFICATE</u>

The SUPERINTENDENT shall possess at all times prior to and during the effectiveness of this CONTRACT a valid certificate issued by the Kentucky Education Professional Standards Board to act as a local superintendent of schools in compliance

and accordance with the laws and regulations of the Commonwealth of Kentucky and shall fully comply with all provisions of Kentucky statutes, including K.R.S. 160.350.

7. TERMINATION OF EMPLOYMENT AGREEMENT

This agreement may be terminated as per BOARD Policies and shall also include the following:

a. By expiration of its term;
b. Mutual agreement of the parties;
c. Removal by the BOARD per the terms of KRS 160.350;
d. Breach of any terms of this CONTRACT; and
e. Discharge for cause.

8. BOARD POLICY

The BOARD'S policies and procedures are hereby expressly incorporated into this CONTRACT as if fully written and included herein. The SUPERINTENDENT'S duties and obligations are governed by BOARD policy, unless otherwise specifically modified herein. If any terms of this CONTRACT conflict with any policies or procedures of the BOARD, the terms of this CONTRACT shall control and supersede all conflicting terms of any BOARD policies or procedures.

9. SAVING CLAUSE

If, during the term of this CONTRACT, it is found that a specific clause of the CONTRACT is illegal under federal or state law or any other controlling law, the remainder of the CONTRACT not affected by such finding shall remain in force.

10. MISCELLANEOUS

This CONTRACT 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 that is filed by either party or any other person or entity relating to this CONTRACT or the relationship between the parties shall be filed in the State

Courts of the County of Grant in the Commonwealth of Kentucky. All other actions shall be dismissed.

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

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

In TESTIMONY THEREOF, 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.

WILLIAMSTOWN INDEPENDENT BOARD OF EDUCATION

BY: _____
CHRIS LAWRENCE, CHAIRPERSON

ATTEST:

_____
ROY OSBORNE, BOARD MEMBER

COMMONWEALTH OF KENTUCKY
COUNTY OF GRANT, SS

SWORN AND SUBSCRIBED TO AND INITIALED before me a Notary Public by the above named Chairperson of the Williamstown Independent Schools Board of Education, Chris Lawrence, on this 8th day of April, 2013.

_____
NOTARY PUBLIC – State at Large
My Commission expires: 8-11-2015

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COMMONWEALTH OF KENTUCKY
COUNTY OF GRANT, SS

SWORN AND SUBSCRIBED TO AND INITIALED before me a Notary Public by the above named Board Member of the Williamstown Independent Schools Board of Education, Roy Osborne, on this 8th day of April, 2013.

NOTARY PUBLIC – State at Large
My Commission expires: 8-11-2015

Sally Skinner
SALLY SKINNER, SUPERINTENDENT

COMMONWEALTH OF KENTUCKY
COUNTY OF GRANT, SS

SWORN AND SUBSCRIBED TO AND INITIALED before me a Notary Public by the above named Sally Skinner on this 8th day of April, 2013.

NOTARY PUBLIC – State at Large
My Commission expires: 8-11-2015

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