

WOLFE COUNTY SCHOOL DISTRICT
BOARD OF EDUCATION
Campton, Kentucky

AMENDMENTS TO CONTRACT FOR EMPLOYING SUPERINTENDENT

By action of the Board of Education of Wolfe County (hereinafter "BOARD") taken at a lawful meeting of the BOARD on the 12th day of June, 2014, the Contract employing KENNY BELL (hereinafter "SUPERINTENDENT") originally made and entered into the 1st day of July, 2012 and, with a prior extension approved by the BOARD on July 11, 2013, set to expire on June 30, 2017, is hereby amended as follows:

IT IS AGREED:

1. TERM OF EMPLOYMENT: The SUPERINTENDENT is hereby hired and retained for an additional year beyond the current term as Superintendent for the Wolfe County Schools, Campton, Kentucky. The original term having commenced on July 1, 2012, to run through June 30, 2016, then subsequently extended by action of the BOARD on July 11, 2012 through June 30, 2017. With this additional year, the SUPERINTENDENT'S term now extends through June 30, 2018.
2. COMPENSATION: The salary for serving as SUPERINTENDENT shall be ninety thousand hundred dollars (\$96,000.00) per school year. The salary shall be paid in equal and regular 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 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. Any said adjustment shall become part of this CONTRACT, but it shall not be deemed that the BOARD and the 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 any such increase will occur. Nevertheless, and in any event, irrespective of any merit based adjustment in the salary during the term of this CONTRACT, the SUPERINTENDENT shall receive an increase each year of this CONTRACT no less than the flat or percentage increase as well as the average of step increases provided to other certified employees of the Wolfe County Schools.

The BOARD shall evaluate and assess in writing the performance of the SUPERINTENDENT at least once a year during the term of this CONTRACT.

This evaluation and assessment shall be reasonably related to the position description of SUPERINTENDENT and the goals and objectives of the School District for the period in question. The SUPERINTENDENT shall submit to the BOARD a recommended format for this written evaluation and assessment. The BOARD shall meet and discuss the evaluation format with the SUPERINTENDENT, attempting in good faith to agree on the development and adoption of a mutually agreeable evaluation format.

ALL OTHER TERMS of the existing contract remain in full force and effect.

IN TESTIMONY THEREOF, the BOARD and the SUPERINTENDENT have caused these amendments to be executed in their respective names, and in the case of the BOARD, by its Chairperson.

WOLFE COUNTY BOARD OF EDUCATION

BY: Susan Cable
SUSAN CABLE, Chairperson

AND

Kenny Bell
KENNY BELL, SUPERINTENDENT

STATE OF KENTUCKY

COUNTY OF WOLFE

Subscribed and sworn to before me by SUSAN CABLE, Chairperson, Wolfe County Board of Education, and KENNY BELL, Superintendent, on this the 30th day of June, 2014.

Larry Mayhew
NOTARY PUBLIC, STATE AT LARGE

My Commission Expires:

7-12-2014



WOLFE COUNTY SCHOOL DISTRICT
BOARD OF EDUCATION
Campton, Kentucky

CONTRACT FOR EMPLOYING SUPERINTENDENT

This Contract, originally made and entered into this 1st day of July, 2012, by the Board of Education of Wolfe County (hereinafter "BOARD"), and KENNY BELL (hereinafter "SUPERINTENDENT"), and subsequently amended by action at a lawful meeting of the BOARD held on the 11th day of July, 2013.

WITNESSETH:

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

IT IS AGREED:

1. TERM OF EMPLOYMENT: The SUPERINTENDENT is hereby hired and retained for an additional year beyond the original term as Superintendent for the Wolfe County Schools, Campton, Kentucky. Said original term having commenced on July 1, 2012, to run through June 30, 2016. With this additional year, the SUPERINTENDENT'S term now extends through June 30, 2017.
2. CERTIFICATE: The SUPERINTENDENT shall furnish to the BOARD prior to the commencement of this CONTRACT, 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, and comply with KRS 160.350.
3. DUTIES: The SUPERINTENDENT shall have charge of the administration of the schools under the direction of the BOARD. The SUPERINTENDENT shall be chief executive officer of the BOARD; shall be responsible for implementation of BOARD policies; shall organize, reorganize, and arrange the administrative and supervisory staff, including instruction and business affairs, as best serve the School District; shall from time to time suggest policies and procedures deemed necessary for the well ordering of the School District, and in general perform all duties that are by law incident to the office of the SUPERINTENDENT and such other duties as may be prescribed by the BOARD from time to time. The BOARD, individually and collectively, shall promptly refer all criticisms, complaints, and suggestions called to its attention to the SUPERINTENDENT for study, recommendation, or appropriate action. The SUPERINTENDENT shall attend all BOARD meetings and all BOARD committee meetings unless excused for just cause or as otherwise permitted or made necessary as a matter of law.

4. PROFESSIONAL GROWTH OF SUPERINTENDENT: The BOARD encourages the continuing professional growth of the SUPERINTENDENT through:

- a. the operations, programs, and other activities conducted or sponsored by local, state, and national school administrator and school board associations;
- b. seminars and courses offered by public or private educational institutions; and
- c. informational meetings with other persons whose particular skills or backgrounds would serve to improve the capacity of the SUPERINTENDENT to perform his professional responsibilities for the School District.

In its encouragement, the BOARD shall permit a reasonable amount of release time for the SUPERINTENDENT to attend to such matters and shall pay for the necessary fees for travel and subsistence expenses, as approved by the BOARD in the annual budget or otherwise by specific BOARD action.

5. COMPENSATION: The salary for serving as SUPERINTENDENT shall be ninety thousand hundred dollars (\$90,000.00) per school year. The salary shall be paid in equal and regular 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 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. Any said adjustment shall become part of this CONTRACT, but it shall not be deemed that the BOARD and the 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 any such increase will occur. Nevertheless, and in any event, irrespective of any merit based adjustment in the salary during the term of this CONTRACT, the SUPERINTENDENT shall receive an increase each year of this CONTRACT no less than the flat or percentage increase as well as the average of step increases provided to other certified employees of the Wolfe County Schools.

The BOARD shall evaluate and assess in writing the performance of the SUPERINTENDENT at least once a year during the term of this CONTRACT. This evaluation and assessment shall be reasonably related to the position description of SUPERINTENDENT and the goals and objectives of the School District for the period in question. The SUPERINTENDENT shall submit to the

BOARD a recommended format for this written evaluation and assessment. The BOARD shall meet and discuss the evaluation format with the SUPERINTENDENT, attempting in good faith to agree on the development and adoption of a mutually agreeable evaluation format.

6. KENTUCKY TEACHER RETIREMENT: The BOARD shall bi-monthly reimburse the SUPERINTENDENT for his contribution to the Kentucky Teacher Retirement System (KTRS).
7. ADMINISTRATIVE TENURE: The BOARD recognizes that the SUPERINTENDENT has continuing contract status pursuant to applicable Kentucky statutory law and shall continue to have continuing contract status throughout the term on this CONTRACT.
8. WORKING DAYS AND BENEFITS:
 - a. It is understood and agreed that each school year, from July 1 through June 30 during the term of this CONTRACT, shall consist of 240 days. If the SUPERINTENDENT elects to be away from the job for ten (10) or more working 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. The SUPERINTENDENT shall be entitled to all the benefits applicable to twelve (12) month administrative employees as are incident to their employment relationship with the Wolfe County Schools, including, but not limited to, forms of insurance protection, but specifically a health insurance plan, retirement program, and other administrative employee benefits, emergency leave, leave for jury duty, personal leave and sick leave; however, the SUPERINTENDENT shall be entitled to an additional ten (10) days per year of sick leave, and all unused sick leave shall accumulate without limit.
 - c. The SUPERINTENDENT shall also be entitled to ten (10) days per year of annual leave to be used at the discretion of the SUPERINTENDENT. These annual leave days shall accumulate with a maximum of sixty (60) unused annual leave days. At the conclusion of his service as superintendent, the SUPERINTENDENT shall be paid for any unused annual leave days with a maximum of sixty (60) days. KRS 161.540(1).
 - d. The SUPERINTENDENT shall also be entitled to payment of his health insurance premiums at the rate of the family plus plan. If the family plus plan is not used, the difference between the family plus plan and the plan chosen by the SUPERINTENDENT shall be paid to the SUPERINTENDENT as income.

- e. 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 shall pay up to one thousand dollars (\$1,000.00) per fiscal year for professional and civic membership dues for the SUPERINTENDENT. In no event shall the BOARD pay more than the above amount in any fiscal year.
 - f. The BOARD shall pay or reimburse the SUPERINTENDENT for reasonable expenses incurred in the performance of these duties of the SUPERINTENDENT, including professional travel in an amount not to exceed the amount actually incurred consistent with BOARD policy. The BOARD shall also reimburse the SUPERINTENDENT for use of his personal automobile in connection with his duties at the rate adopted by the BOARD for reimbursement of employees.
9. OUTSIDE EXPENSES: The SUPERINTENDENT may, with the express consent of the BOARD, serve as a consultant to other districts or educational agencies, or engage in writing and speaking activities do not interfere with the SUPERINTENDENT'S duties to this School District and are of short duration.

If the SUPERINTENDENT is compensated for outside activities by an agency other than this BOARD, the time involved for such functions will be considered as his leave, or leave without pay if he does not have leave time available, and this BOARD will not pay the SUPERINTENDENT'S salary or expenses for the activity.

10. PROFESSIONAL LIABILITY: The BOARD agrees the SUPERINTENDENT shall be a covered insured, in his official capacity, under any and all liability insurance policies or insurance trust programs in which the School District is a participant, as to any and all demands, claims, suits, actions and legal proceedings brought against the SUPERINTEDENT, provided the incident arose while the SUPERINTENDENT was acting within the scope of his employment and excluding criminal litigation and intentional acts, to the extent liability coverage is within the authority of the BOARD to provide under state and federal law.
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, postage pre-paid, addressed:

- a. If to the BOARD, address to:
Chairperson
Wolfe County Board of Education
P.O. Box 160
Campton, KY 41301

b. If to the SUPERINTENDENT, address to:
Superintendent
Wolfe County Schools
P.O. Box 160
Campton, KY 41301

12. TERMINATION OF EMPLOYMENT CONTRACT: This CONTRACT may be terminated as per the BOARD'S policy and under State statutory law and pertinent case decisions and shall also include the following:
- a. By expiration of its term;
 - b. Mutual agreement of the parties;
 - c. Discharge for cause.
13. SAVINGS 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, the remainder of the CONTRACT not affected by such a finding shall remain in force.
14. 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.

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 shall be executed in duplicate originals.

This CONTRACT contains all the terms of 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 the SUPERINTENDENT have caused this contract to be executed in their respective names, and in the case of the BOARD, by its Chairperson.

WOLFE COUNTY BOARD OF EDUCATION

BY: Susan Cable
SUSAN CABLE, Chairperson

AND

Kenny Bell
KENNY BELL, SUPERINTENDENT

STATE OF KENTUCKY

COUNTY OF WOLFE

Subscribed and sworn to before me by SUSAN CABLE, Chairperson, Wolfe County Board of Education, and KENNY BELL, Superintendent, on this the 23rd day of July, 2013.

Luby Prozell
NOTARY PUBLIC, STATE AT LARGE

My Commission Expires:

7-12-2014