CONTRACT EMPLOYING SUPERINTENDENT
Christian County Public Schools
Hopkinsville, Kentucky

This contractual agreement is made and entered into this 13th day of June, 2012, by and between the **Christian County Board of Education ("Board")**, and **Mary Ann Gemmill ("Superintendent")**, as authorized by action taken at the lawful meeting of the Board on June 13, 2012.

W I T N E S S E T H :

NOW, THEREFORE, the Board and Superintendent, for the consideration herein specified, agree as follows:

I. TERM OF EMPLOYMENT

The Superintendent is hereby hired and retained for a term commencing on July 1, 2012, through June 30, 2016, as Superintendent of Schools for the Christian County Public School System in Christian County, Kentucky. As a condition precedent to the Superintendent's appointment and to this contract, and as a continuing obligation of the Superintendent during the term hereof, the Superintendent shall attain and maintain any and all certifications necessary for the Superintendent to be lawfully employed as the Superintendent of Schools for the Christian County Public Schools.

II. DUTIES

The duties and responsibilities of the Superintendent shall be all those duties incident to the Office of 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 the Superintendent by the Board.

III. OUTSIDE ACTIVITIES

The Superintendent shall devote her time, attention, and energy to the business of the school district.

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 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 Christian County Public 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 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 the Superintendent's expenses involved with such functions.

IV. COMPENSATION

The Superintendent shall be paid a salary by the Board in the amount of One Hundred Fifty Thousand Dollars ($150,000.00) per school year. The salary shall be paid in monthly installments on the same dates as administrators who work twelve (12) months are paid. Beginning with the 2013-2014 school year, the salary shall be increased annually by the same percentage of increase received by other certified employees. However, if the Board in its evaluation of the Superintendent determines that the Superintendent failed to meet the expectations of the Superintendent in at least three of the areas of evaluation, the Board may vote to deny the Superintendent said annual percentage increase.

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 other than the annual adjustments commensurate with the other certified employees in the district shall be in the form of an amendment to this

agreement. Any said adjustment shall become part of 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 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 least on an annual basis, conduct an evaluation of the Superintendent.

V. 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 and "days not worked". (See Section B below). If the Superintendent elects to be away from the job for five (5) or more work days consecutively (exclusive of weekends and holidays), 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 the same number of "days not worked" as allowed to other 240 day employees of the district.

C. Leaves. The Superintendent shall accrue all leave days as authorized by the Board for certified employees.

D. **Health Insurance.** The Superintendent shall provide for her own health insurance at no expense to the Board.

E. **Expenses.** The Board shall pay or reimburse the Superintendent for reasonable expenses approved by the Board and incurred by the Superintendent in the continuing performance of her duties under this agreement, as determined by the Board and according to Board Policy. The Superintendent shall not be reimbursed for mileage as the Board will be providing an automobile pursuant to the terms hereinbelow.

The Board shall provide the Superintendent with a mid-sized automobile to be chosen by the Board. The Board shall not be obligated hereunder to purchase an additional or replacement automobile during the term of this agreement. There will be no mileage limit on the Superintendent's use of the automobile and she may use it to travel for purely personal purposes within Christian County. However, the Superintendent should not use the provided automobile to travel to destinations outside of Christian County on purely personal business, unless exigent circumstances exist which justify said use. The Superintendent may use the provided automobile to travel to destinations outside of Christian County on school district business (including meetings of organizations such as KSBA), provided that the Superintendent is expected to fly to such destinations if flying is a reasonably convenient alternative, e.g., NSBA conventions.

The Board will provide the Superintendent with gasoline for the automobile so long as its use is consistent with the guidelines set out herein. The Superintendent shall use gasoline from the bus garage to the extent practicable. The Superintendent will be reimbursed for the actual cost of gasoline for purchases made outside of the district.

F. 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 (1) civic club of the Superintendent's choice. The Board may also pay other professional and civic dues authorized by the Board.

The Board will pay for the Superintendent's attendance at the annual Winter Meeting of the Kentucky School Boards Association (KSBA). The Board will also pay for the Superintendent's attendance at the national convention of either the National School Boards Association (NSBA) or the American Association of School Administrators (AASA).

G. Moving Expenses. The Board shall reimburse the Superintendent for the actual cost of paying a moving company to move her belongings from her current residence in Collier County, Florida to her new residence in Christian County, Kentucky, subject to a maximum of $7,500.00.

H. **Retirement Benefits.** The Superintendent shall have the same retirement benefits as provided certified employees under the Kentucky Teachers' Retirement System and as provided in Board policy. The money paid by the Board to the Kentucky Teachers' Retirement System in connection with the employment of the Superintendent shall be withheld from the Superintendent's salary in the same manner and to the same extent as is the case for all other certified employees. The Board shall have no obligation to, and shall not, reimburse the Superintendent for such withholding.

I. **Cellular Telephone.** The Board shall pay for and provide the Superintendent with a cellular telephone to be used by the Superintendent in the performance of her official duties.

J. **Residence in Christian County.** During the term of her employment hereunder, the Superintendent shall reside in Christian County, Kentucky.

VI. TERMINATION OF EMPLOYMENT AGREEMENT

This agreement may be terminated as per the Board's policy and for any of the following reasons:

A. By expiration of its term;

B. Mutual agreement of the parties; or

C. Discharge for cause.

VII. BOARD POLICY

The Superintendent's duties and obligations are covered by Board policy, unless otherwise specifically modified hereinabove.

All benefits of the Superintendent are specifically enumerated in this agreement and override any general policy which might be in existence for other employees.

VIII. 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 full force and effect.

IX. 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. Venue for enforcement or interpretation of any aspect of this agreement shall be Christian County, Kentucky.

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 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 the 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.

Barry Cornelius, Chairman
Christian County Board of Education

Mary Ann Gemmill

COMMONWEALTH OF KENTUCKY)
) SCT.
COUNTY OF CHRISTIAN)

SUBSCRIBED, SWORN TO, AND ACKNOWLEDGED before me by Barry Cornelius, Chairman, for and on behalf of the Christian County Board of Education, this 13th day of June, 2012.

My Commission Expires: July 18, 2015.
#447207

Sandra L. Price
Notary Public

COMMONWEALTH OF KENTUCKY)
)SCT.
COUNTY OF CHRISTIAN)

SUBSCRIBED, SWORN TO, AND ACKNOWLEDGED before me by Mary Ann Gemmill, this 13th day of June, 2012.

My Commission Expires: July 18, 2015
#447207

Sandra L. Price
Notary Public