

SUPERINTENDENT EMPLOYMENT CONTRACT

THIS AGREEMENT is made and entered into on the 11th day of January, 2011 by and between the **KNOTT COUNTY BOARD OF EDUCATION**, of P. O. Box 869, Hindman, Kentucky 41822, hereinafter referred to as the “Board” and **KIMBERLY W. KING**, of P. O. Box 1556 Hwy 550 East, Hindman, Kentucky 41822, hereinafter referred to as the “Superintendent.”

RECITALS

A. Kimberley W. King is currently employed as the superintendent of the Knott County School District (the “District”) under a contract that will expire June 30, 2011.

B. The Board and the Superintendent both wish to enter into a contract by which she will be re-employed as superintendent of the District for a term beginning July 1, 2011 upon the terms and conditions hereinafter set forth.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions hereinafter set forth to be kept and performed by the parties, the sufficiency of which is acknowledged, the Board and Superintendent hereby agree as follows:

1. **Employment.** The Board hereby employs Kimberly W. King as Superintendent of the District for and during the terms specified below and upon the terms and conditions specified below, and King accepts such employment and to provide such services.

2. **Term.** The term of this Agreement shall be as follows:

(a) Initial Term. This Agreement shall remain in full force and effect for an initial term that begins on July 1, 2011 and ends on June 30, 2015 unless such term may be extended as provided in subparagraph 2 (b) hereof.

(b) One Year Extensions. Acting pursuant to KRS 160.350(4), the Board and the Superintendent may, by agreement, extend the term of this Agreement for one or more periods of one year each (each such extension being hereinafter referred to as a "One Year Extension"). The term of this Agreement shall be extended one year for each One Year Extension.

(c) Termination of Contract. This contract may be terminated prior to the end of the term stated above only for the following reasons:

- (i) mutual agreement by the Board and the Superintendent;
- (ii) retirement of Superintendent;
- (iii) death or disability of Superintendent;
- (iv) loss of certification by Superintendent; and
- (v) suspension, removal, or discharge of Superintendent for cause to the extent that under applicable laws and regulations and the following procedures contained in the Kentucky Revised Statutes.

3. Covenants of Superintendent.

(a) Certification. Prior to July 1, 2011 and continuing throughout the term of this Agreement, Superintendent shall comply with all certification requirements contained in the Kentucky Revised Statutes and Kentucky Administrative Regulations.

(b) Duties of Superintendent. The Superintendent shall, in a diligent and faithful manner, perform all duties placed upon her by all applicable federal laws and regulations, all applicable state laws and regulations, and all existing or future policies adopted by the Board, including but not limited to those duties described in Board Policy No.02.12 and KRS 160.370. **Superintendent shall devote her full time to performance of her duties of superintendent and not less 240 days per year to such duties.**

(c) Evaluation. At least once each fiscal year, the Board and Superintendent shall meet in closed executive session (unless specifically prohibited by State law) for the purpose of evaluating of the performance of the Superintendent. The evaluation shall be in writing and shall include recommendations as to areas of improvement in all instances where the Board deems performance to be unsatisfactory. A copy of the written evaluation shall be delivered to the Superintendent. The Superintendent shall have the right to make a written reaction or response to the evaluation. This response shall become a permanent attachment to the Superintendent's personnel file. Within thirty days of the delivery of the written evaluation to the Superintendent, the Board shall meet with the Superintendent in closed session to discuss the evaluation.

4. Professional Development.

(a) Participation Encouraged. The Board authorizes and encourages the Superintendent to attend or participate in seminars, programs, and other activities designed to continue the Superintendent's professional growth,, including but not limited to programs and activities conducted or sponsored by local, state and national school administrator and school board associations, seminars and courses offered by public or private educational institutions, and seminars or other informational meetings with other education professionals and particular skills or backgrounds would serve to enhance the professional growth of the Superintendent.

(b) Professional Dues. The Board shall pay the dues of the Superintendent, or reimburse the Superintendent for dues paid by her, to join professional associations that she believes will enhance her professional growth provided, however, that such dues shall not exceed the sum of \$1,000 per year.

(c) Release Time. In order to encourage the Superintendent to participate in professional development activities, the Board agrees to allow the Superintendent a reasonable amount of release time for the Superintendent to attend such programs, seminars, or other meetings and to pay or reimburse the Superintendent for travel and expenses incurred by her in doing so, all as approved by the Board.

5. Community Relations. The Board encourages the Superintendent to be a member of non-professional civic organizations in the local community and the Board shall pay or reimburse the Superintendent for dues and other expenses incident to such membership(s) not to exceed the sum of \$ 200 per year.

6. **Compensation.** The salary and other compensation due the Superintendent in consideration for her performance of the duties set forth herein, shall be as follows:

(a) **Salary.** The Superintendent will be paid an annual base salary in the amount of \$99,111.20 per year to be paid in equal and regular monthly installments, in accordance with the schedule of salary payments in effect for other certified employees. The Superintendent shall receive an increase in her then current salary equal in percentage to that received by all other certified employees.

(b) **Sick Leave.** The Superintendent shall be allowed **ten** (10) days of sick leave during each school year. Sick leave days not taken by Superintendent during any year shall accumulate without limitation and be credited to the Superintendent to be taken in any other school year. At the conclusion of the Superintendent's term of office, she shall to the extent (if any) allowed under KRS 161.155 or any other applicable law or regulation, be compensated for each unused sick leave day at the rate of 30% of her daily salary rate calculated from her last annual salary.

(c) **Personal Days.** Superintendent shall be allowed three (3) personal days during each school year. Any personal days not taken by the Superintendent in any school year shall accumulate in the same manner as sick leave.

(d) **Emergency Days.** Superintendent shall be allowed **Emergency Days according to Emergency leave policy for certified personnel.**

(e) Life Insurance. The Board shall provide the Superintendent with a term life insurance policy with a death benefit of not less than **\$165,000** and shall pay all premiums owed for such policy in behalf of the Superintendent.

(f) Health Insurance. The Board shall, at its expense, provide the Superintendent with an enhanced family health and dental insurance plan so long as this Agreement remains in effect. The Board shall pay all premiums and other expenses associated with said policy directly to the provider of the policy.

(g) Expenses. The Board shall pay or reimburse the Superintendent for reasonable out-of-pocket expenses.

(h) Cell Phone Service. The Superintendent shall be provided a Board owned cellular telephone and paging device with Board contracted service to use in the execution of her duties under this Agreement.

(i) Computer for Home Use. The Superintendent shall be provided for use at home a Board owned computer system complete with necessary incidental equipment such as printer, scanner, dedicated telephone service and internet service. All such equipment shall be clearly marked with Board identification and shall remain the property of the Board.

(j) Vacation. **To extent allowed under state law**, the Superintendent shall be allowed twenty (20) vacation days per school year to be used at the discretion of the Superintendent. The Superintendent may accumulate a maximum of sixty (60) unused

vacation days. Upon retirement, the Superintendent shall be paid for any unused vacation days up to a maximum of sixty (60) days.

(k) Mileage. The Superintendent shall be entitled to receive mileage for the use of her personal vehicle while performing her duties hereunder at the same rate per mile as that paid to other certified employees.

6. Board Attorney. The Superintendent shall have the authority to utilize and direct the services of the Board attorney in the discharge of her duties, as herein described, except when the services of said board attorney would or may conflict with the legal interest of the Board. The Board retains complete authority to select, employ and terminate the board attorney.

7. Professional Liability.

(a) Indemnification. The Board agrees that it shall defend, hold harmless, and indemnify Superintendent from any and all demands, claims, suits, actions and legal proceedings brought against Superintendent in her individual capacity, or in her official capacity as agent and employee of Board, provided the incident arose while Superintendent was acting within the scope of her employment and excluding criminal litigation and as such liability coverage is within the authority of the school board to provide under State law. Except that, in no case, will individual board members be considered personally liable for indemnifying Superintendent against such demands, claims, suits, actions and legal proceedings.

(b) Possible Conflict of Interest. Upon the assertion of any claim against Superintendent and/or Board, should either Superintendent or Board in good faith determine that there is a substantial likelihood that a conflict of interest exists or may develop between the legal position of Superintendent and the legal position of Board with regard to the defense of such claim, separate counsel shall be employed by Superintendent and Board and Board shall indemnify Superintendent for the cost of her legal defense to the extent permitted by State law. Provided, however, that the Board shall have no such obligation to indemnify Superintendent for the cost of her legal defense should the Board attorney issue a written opinion stating that no actual or apparent conflict of interest exists. The Board attorney shall issue such opinion upon the request of either Superintendent or Board.

(c) Actual Adversaries. Board shall not, however, be required to indemnify or reimburse Superintendent for attorney fees or other legal costs incurred in any proceeding wherein Board and Superintendent are actual adversaries.

8. Miscellaneous Provisions.

(a) Entire Agreement. The parties recognize that this contract contains the entire agreement between the parties with respect to the subject matter of this contract and that any prior written or verbal agreements between the parties pertaining to such matters are superseded by this Agreement. It is further understood that this Agreement may not be amended except by a written documents executed by both parties.

(b) Governing Law. This Agreement shall be interpreted, construed

and enforced under the laws of the Commonwealth of Kentucky.

IN TESTIMONY WITNESS WHEREOF, the Board has caused duplicate originals of this Agreement to be executed in its behalf by and through its Chairman, **Paul Randy Combs**, and Superintendent has executed duplicate originals of this Agreement in her own behalf, both as of the day and year first above written.

BOARD OF EDUCATION OF KNOTT
COUNTY, KENTUCKY

Gregory Conn
WITNESS

BY: Paul R. Combs
CHAIRMAN

1-11-2011
DATE SIGNED

SUPERINTENDENT:

Brent Hoover
WITNESS

Kimberly King
SIGNATURE OF SUPERINTENDENT

1-11-2011
DATE SIGNED

ADDENDUM TO SUPERINTENDENT EMPLOYMENT CONTRACT

THIS ADDENDUM is entered into as of the effective date of January 10, 2012 by and between the **KNOTT COUNTY BOARD OF EDUCATION**, of P. O. Box 869, Hindman, Kentucky 41822, party of the first party, and **KIMBERLY W. KING**, whose address is 1556 Hwy 550 East Hindman, Ky 41822 party of the second part.

RECITALS

A. Pursuant to a Superintendent Employment Contract between Kimberley W. King (the "Superintendent") and the Knott County Board of Education (the "Board") dated January 11, 2011 (the "Contract"), the Superintendent is currently serving as superintendent of the Knott County School District (the "District") for a term that began July 1, 2011 and will end on June 30, 2015 unless extended for one or more additional one year terms as provided in the Contract.

B. The Board and the Superintendent now wish to extend the term of the Contract for a an additional year that will begin July 1, 2015 and end on June 30, 2016.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions hereinafter set forth to be kept and performed by the parties, the sufficiency of which is acknowledged hereby agree as follows:

1. Pursuant to Section 2(b) of the Contract, and as authorized by KRS 160.350(6), the term of the Contract is hereby extended for a period of one year beginning July 1, 2015

and ending June 30, 2016. It is understood that the Contract, as amended by this addendum, will expire on June 30, 2016 unless further extended as provided in Section 2(b) of the Contract.

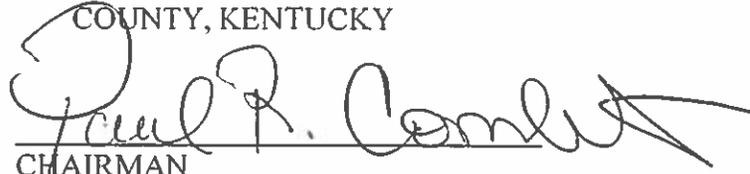
2. All of the other terms and conditions contained in the Contract shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, this agreement has been executed by the Superintendent and by Randy Combs, as Chairman of the Board as of the day and year first above written.

BOARD OF EDUCATION OF KNOTT
COUNTY, KENTUCKY


WITNESS

BY:


CHAIRMAN

1-10-12
DATE SIGNED

SUPERINTENDENT:


WITNESS


SIGNATURE OF SUPERINTENDENT

1-10-12
DATE SIGNED

ADDENDUM TO SUPERINTENDENT EMPLOYMENT CONTRACT

THIS ADDENDUM is entered into as of the effective date of January 8, 2013 by and between the **KNOTT COUNTY BOARD OF EDUCATION**, of P. O. Box 869, Hindman, Kentucky 41822, party of the first party, and **KIMBERLY W. KING**, whose address is 1556 Highway 550 East, Hindman, Kentucky 41822, party of the second part.

RECITALS

A. Pursuant to a Superintendent Employment Contract between Kimberley W. King (the "Superintendent") and the Knott County Board of Education (the "Board") dated January 11, 2011 (the "Contract"), the Superintendent is currently serving as superintendent of the Knott County School District (the "District") for a term that began July 1, 2011 and will end on June 30, 2015 unless extended for one or more additional one year terms as provided in the Contract.

B. The Board and the Superintendent now wish to amend the Contract so as to (i) extend the term of the Contract for a an additional year that will begin July 1, 2016 and end on June 30, 2017, and (ii) increase the Superintendent's salary to \$112,500.00 effective July 1, 2013.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions hereinafter set forth to be kept and performed by the parties, the sufficiency of which is acknowledged hereby agree as follows:

1. Pursuant to Section 2(b) of the Contract, and as authorized by KRS 160.350(6), the term of the Contract is hereby extended for a period of one year beginning July 1, 2016 and ending June 30, 2017. It is understood that the Contract, as amended by this addendum, will expire on June 30, 2017 unless further extended as provided in Section 2(b) of the Contract.

2. The Superintendent's salary shall be increased to the sum of \$112,500.00 per year effective as of July 1, 2013.

3. All of the other terms and conditions contained in the Contract shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, this agreement has been executed by the Superintendent and by Randy Combs, as Chairman of the Board as of the day and year first above written.

BOARD OF EDUCATION OF KNOTT COUNTY, KENTUCKY


WITNESS

BY: 
CHAIRMAN

SUPERINTENDENT:


WITNESS


SIGNATURE OF SUPERINTENDENT