

BARBOURVILLE INDEPENDENT BOARD OF EDUCATION SUPERINTENDENT CONTRACT

THIS SUPERINTENDENT CONTRACT is made and entered into this 21 day of April, 2016, by and between the BARBOURVILLE INDEPENDENT BOARD OF EDUCATION (hereinafter "the Board"), and LENORA KAY DIXON (hereinafter "Superintendent").

I. EMPLOYMENT

- a. The BOARD hereby employs, engages and hires Lenora Kay Dixon as Superintendent of the Barbourville Independent Schools and Lenora Kay Dixon hereby accepts such hiring, engagement and employment.
- b. **Outside Activities.** Unless otherwise agreed by the BOARD by an Addendum, SUPERINTENDENT shall devote herself exclusively to the discharge of her duties as Superintendent as set out by the laws, rules and regulations of the Kentucky Department of Education and the said Barbourville Independent Board of Education.
- c. **Certification.** The SUPERINTENDENT shall retain at all times during the term 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 shall comply with KRS 160.350 and the Professional Code of Ethics for Kentucky school certified personnel as enacted by the Education Professional Standards Board. Said certificate is hereby attached to this Contract.

II. DUTIES

- a. The SUPERINTENDENT shall have charge of the administration of the schools under the direction of the BOARD. As such, the SUPERINTENDENT shall:
 - i. Be responsible for implementation of BOARD policies;
 - ii. Organize, reorganize and arrange the administrative and supervisory staff as best serve the District;
 - iii. Suggest policies and procedures deemed necessary for the well ordering of the District;
 - iv. 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;
 - v. Act as Secretary of the BOARD and thus record, or cause to be recorded, minutes during BOARD meetings;
 - vi. 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.
- b. The BOARD, collectively and individually, shall promptly refer all criticism, complaints and suggestions so called to its attention to the SUPERINTENDENT for study, recommendation or appropriate action. This referral shall not prevent the BOARD from taking action on matters before the BOARD if the BOARD so desires.

III. TERM

Chairman's initials

Superintendent's initials

SLJ
LKD

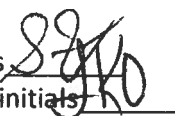
- a. The term of this Contract shall be for a period of four (4) years, commencing on July 1, 2016, and terminating on June 30, 2020, subject to prior termination as provided herein.
- b. The terms of this Contract may be renewed or extended prior to termination by approval of the BOARD.
- c. The BOARD shall take action and notify the SUPERINTENDENT in writing no later than December 30, 2019, concerning the extension, renewal or non-renewal of this Contract.

IV. COMPENSATION

- a. **Salary and working days.** This Contract requires the services of the SUPERINTENDENT for two hundred and forty (240) days per year to include all paid holidays as prescribed for District employees. The annual salary paid to the SUPERINTENDENT during the first year of this Contract shall be the base salary of ninety-five thousand dollars (\$95,000.00) indexed at 1.05, to be paid in equal monthly installments on the same pay schedule as all other certified employees in the District. The salary in each subsequent year shall be the aforementioned base salary indexed at 1.06, 1.07 and 1.08 respectively. Additionally, the SUPERINTENDENT shall receive the same percentage raises and average step increases, or other increases received by certified employees.
- b. **Insurance.**
 - i. The SUPERINTENDENT shall be provided family health, vision, cancer and dental insurance at the expense of the BOARD;
 - ii. The BOARD shall pay the aggregate yearly premium costs for disability insurance, major illness/long term care insurance and personal life insurance during the term of this Contract.
- c. **Retirement.** The SUPERINTENDENT shall participate and be a member of the Kentucky Teacher Retirement System (KTRS). While under this Contract, the BOARD shall reimburse the SUPERINTENDENT, at the annual rate mandated by the state, for her contribution to said program.
- d. **Leave.**
 - i. The SUPERINTENDENT shall be entitled to emergency leave, leave for jury duty, personal leave and sick leave as any other certified employee in the District.
 - ii. The SUPERINTENDENT shall receive the holidays and vacation benefits pursuant to the terms and conditions set forth in the BOARD'S policies and procedures manual.
- e. **Expenses.** The SUPERINTENDENT shall be reimbursed for actual personal expenses incidental to travel when an itemized statement of travel and expense is submitted to and approved by the BOARD. In turn, the BOARD agrees to reimburse the SUPERINTENDENT for mileage expenses in the aforementioned situation at the set mileage rate used for reimbursement to other District employees.
- f. **Technology.** The SUPERINTENDENT shall be provided, at the BOARD'S expense, a BOARD-owned laptop computer.

Chairman's initials

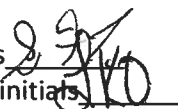
Superintendent's initials



- g. **Professional Organizations.** The BOARD shall, by direct payment or reimbursement, pay the professional and civic dues for the SUPERINTENDENT'S membership in local, state and national organizations.
 - h. **Professional Meetings.** The SUPERINTENDENT shall attend appropriate professional meetings and conferences at the local, regional and state level annually. The BOARD shall reimburse the SUPERINTENDENT for actual expenses incurred in carrying out the SUPERINTENDENT'S professional activities when an authorized statement is submitted to and approved by the BOARD.
 - i. **Additional Benefits.** Unless specifically modified herein, the SUPERINTENDENT shall be entitled to the same benefits granted to other certified employees in the District.
- V. **EVALUATION.** The BOARD shall evaluate and assess in writing the performance of the SUPERINTENDENT consistent with KRS 156.557 (6) and any future amendment relating to the evaluation of a superintendent during the term of this Contract. The SUPERINTENDENT shall submit to the BOARD a recommended format for said 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.
- VI. **PROFESSIONAL LIABILITY.** The BOARD agrees that the SUPERINTENDENT shall be covered insured under all liability insurance policies or insurance trust programs in which the District is a participant, as to any and all demands, claims, suits, actions and legal proceedings brought against the SUPERINTENDENT, 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.
- VII. **NOTICE.** Any notice or communication permitted or required under this Contract shall be in writing and shall become effective on the date of mailing thereof by first class mail, registered or certified mail, postage prepaid, addressed:
- a. If to the BOARD, address to: Chairman, Board of Education, 140 School Street, Barbourville, Kentucky 40906.
 - b. If to the SUPERINTENDENT, address to: 239 Sampson Lane, Barbourville, Kentucky 40906.
- VIII. **TERMINATION.** This Contract may be terminated as per the BOARD'S policy and under the State statutory law and pertinent case decisions and shall include the following:
- a. By expiration of its term;
 - b. By mutual agreement of the parties as evidenced by writing;
 - c. By discharge for cause or breach of this Contract.
- IX. **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 ruling shall remain in force.
- X. **ENTIRE AGREEMENT.** This Contract contains all of the terms agreed upon by the parties with respect to the subject matter of this contract and supersedes all prior

Chairman's initials

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agreements, arrangements and communications between the parties concerning such subject matter, whether oral or written.

XI. **CONTROLLING LAW.** This Contract has been executed in Kentucky, and shall be governed in accordance with the law s of the Commonwealth of Kentucky.

WITNESS OUR HANDS the day and date first above written.

Shirley F Treadway
BARBOURVILLE BOARD OF EDUCATION
BY: Shirley F. Treadway, Chair
Lenora Kay Dixon
LENORA KAY DIXON

STATE OF KENTUCKY
COUNTY OF KNOX

SUBSCRIBED, SWORN AND ACKNOWLEDGED to before me by Shirley Treadway, Chairperson of the Barbourville Independent Board of Education, this the 21st day of APRIL, 2016

Frederick Campbell
NOTARY PUBLIC
My commission expires: 06-14-2016

STATE OF KENTUCKY
COUNTY OF KNOX

SUBSCRIBED, SWORN AND ACKNOWLEDGED to before me by Lenora Kay Dixon this the 21st day of APRIL, 2016.

Frederick Campbell
NOTARY PUBLIC
My commission expires: 06-14-2016

Chairman's initials SFT
Superintendent's initials LKD