

**BREATHITT COUNTY BOARD OF EDUCATION  
JACKSON, KENTUCKY**

**INTERIM SCHOOL SUPERINTENDENT CONTRACT**

THIS CONTRACT is entered into by and between THE BOARD OF EDUCATION OF BREATHITT COUNTY, KENTUCKY (hereinafter "the Board"), located in Breathitt County, Kentucky, and Michael Phillip Watts (hereinafter "the Interim Superintendent"), for the position of interim superintendent of schools as authorized by action at the lawful meeting of the Board held on the 30<sup>th</sup> day of May, 2017.

The Board agrees to employ the Interim Superintendent for a term of fifty five (55) days or until a superintendent is named, beginning on June 10, 2017 and ending on August 4, 2017. The parties agree that the terms of employment shall be as follows:

1. Interim Superintendent agrees to serve at an additional daily rate of \$78.83 for a total daily rate of \$416.67 reflecting an annual salary of *one hundred thousand dollars (\$100,000)* per year, payable in equal installments.
2. This contract requires the services of the Interim Superintendent for approximately fifty five (55) days based upon an annual two hundred forty (240) day contract or as otherwise agreed by extension. The Interim Superintendent shall, upon request, provide the Board with a schedule of actual and proposed workdays for the current contract year.
3. The Interim Superintendent agrees to devote the time, skill, labor, and attention necessary to perform well and faithfully the duties of Superintendent and executive agent and professional advisor to the Board, as set out by law, regulation, policy and this contract.
4. The Interim Superintendent shall furnish throughout the term of this contract a valid and appropriate license, issued by the certification authority in Kentucky, to act as Superintendent.
5. The Interim Superintendent, with prior approval from the Board, may undertake consultative work, speaking engagements, lecturing, writing, or other professional duties and obligations, which do not impede or conflict with the Interim Superintendent's duties.
6. The Interim Superintendent shall receive the same days of leave per year for illness, bereavement, or personal emergency as entitled under his current contract with the district. All days not used in any year shall accumulate without limit, and shall be considered sick leave, subject to all board policies that apply to sick leave for other personnel.
7. The Board shall reimburse the Interim Superintendent at the maximum rate allowed by board policy for the use of the Interim Superintendent's personal vehicle for business

- purposes, both inside and outside the district. The Interim Superintendent shall be reimbursed for other normal travel expenses incurred while traveling on district business, when an itemized statement of expenses is submitted to and approved by the Board.
8. The Interim Superintendent shall attend all professional training sessions required by law, and other appropriate meetings and conferences at the local, state, and national levels. The Board shall reimburse the Interim Superintendent for actual expenses incurred while attending these professional activities, including payment of dues to KASA, which sponsors such activities.
  9. The Board shall reimburse the Interim Superintendent, during the term of this contract, for dues and expenses paid to be a member of a nonprofessional civic organizations in the local community.
  10. The Interim Superintendent shall make all reasonable efforts to secure capable and qualified candidates for all available positions in the District, which are subject to appointment by the Interim Superintendent.
  11. The Interim Superintendent, as executive agent of the Board, shall be in charge of the educational and business affairs of the district. The Board as a body, and its members individually, shall refer all appropriate matters to the Interim Superintendent for study and recommendation. Nothing in this section shall be construed as preventing the Board from acting in any matter in which it is entitled to act by law.
  12. This contract may be extended by written agreement of the parties.
  13. Absent mutual agreement, this contract may be terminated by the Board only upon the showing of legal cause and in accordance with statutory procedures. The Board should fairly consider releasing the Interim Superintendent from this contract should the Interim Superintendent receive an opportunity for professional advancement.
  14. Should any nontaxable fringe benefit provided to the Interim Superintendent pursuant to this contract become taxable to the Interim Superintendent during the term of the contract, the Board shall pay additional compensation to the Interim Superintendent at a rate that will maintain the Interim Superintendent's level of compensation.
  15. It is agreed and understood that the interim superintendent will return to his former position of Facilities/Technology Director should he not be hired as the superintendent.
  16. The Parties acknowledge that the district is currently under state management and that all decisions are subject to the approval of the Kentucky Commissioner of Education during the period of state management.

**THIS CONTRACT shall be invalid if the Interim Superintendent is under contract with another board of education in this state covering the same period of time, or any portion thereof, until the other contract is terminated or the Interim Superintendent obtains a release.**



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MICHAEL PHILLIP WATTS,  
INTERIM SUPERINTENDENT

COMMONWEALTH OF KENTUCKY

COUNTY OF BREATHITT, SCT.

The foregoing Instrument was duly acknowledged before me by Michael Phillip Watts, Interim Superintendent, this 22<sup>nd</sup> day of June, 2017.

My Commission expires: Oct 29, 2018.

Stacy C. McKinney  
Notary Public

BREATHITT COUNTY BOARD OF  
EDUCATION

Ruschelle Hamilton  
RUSHELLE HAMILTON, CHAIRMAN


COMMONWEALTH OF KENTUCKY

COUNTY OF BREATHITT, SCT.

The foregoing Instrument was duly acknowledged before me by Ruschelle Hamilton, Chairman, Breathitt County Board of Education, this 22<sup>nd</sup> day of June, 2017.

My Commission expires: October 29, 2018.

Stacy C. McKinney  
Notary Public  
KENTUCKY DEPARTMENT OF  
EDUCATION

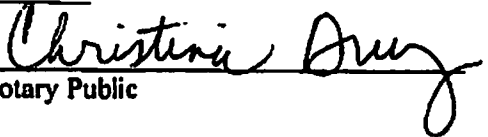
  
DR. STEPHEN L. PRUITT,  
COMMISSIONER OF EDUCATION

COMMONWEALTH OF KENTUCKY

COUNTY OF FRANKLIN, SCT.

The foregoing Instrument was duly acknowledged before me by Dr. Stephen L. Pruitt,  
Kentucky Commissioner of Education, this 23 day of June, 2017.

My Commission expires: 3/24/18.

  
Notary Public