

SUPERINTENDENT'S CONTRACT

Effective: July 1, 2025 – June 30, 2029

THIS SUPERINTENDENT'S CONTRACT (the "Contract") is made and entered into between **THE BOARD OF EDUCATION OF AUGUSTA INDEPENDENT SCHOOL DISTRICT** (the "Board" or the "District") and **LISA MCCANE** (the "Superintendent"), as of the 8 day of May, 2025

WITNESSETH:

WHEREAS, the Board desires to hire a Superintendent of Schools of the District in accordance with the Common School Laws and Rules and Regulations prescribed in pursuance thereof by the Kentucky Department of Education; and

WHEREAS, The Superintendent desires to be employed by the Board and to devote her time and best effort to the discharge of the duties of Superintendent as set out by laws, rules, and regulations and policies of the Commonwealth of Kentucky, State Department of Education and the Board.

THEREFORE, by mutual agreement of the parties and in mutual consideration of the agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **Term.** The Board, in consideration of the promises of the Superintendent stated in this contract, employs Superintendent, and Superintendent accepts employment, as Superintendent of schools for a four (4) year term commencing on July 1, 2025, and ending on June 30, 2029. This Contract requires the services of the Superintendent for Two-Hundred Forty (240) days per school year.
2. **Extension.** The Board may, no later than June 30, 2029, by a majority vote at a public meeting, extend the Superintendent's contract for one (1) beyond the current term of employment pursuant to KRS 160.350.

3. **Professional.** Superintendent shall hold and maintain a valid certificate issued by the Kentucky Department of Education that qualifies the Superintendent for that position.
4. **Duties.** The Superintendent shall have charge of the administration of the District under the direction of the Board. The Superintendent shall be chief executive officer of the Board; shall be responsible for the implementation of Board policies shall direct and assign teachers and other employees of the District under the Superintendent's supervision; shall organize, reorganize, and arrange the administrative and supervisory staff, including instruction and business affairs, as best serves the District subject to the approval of the Board; shall from time to time suggest regulations, rules, and procedures deemed necessary for the well ordering of the District, and in general perform all the 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 Board meetings and all Board committee meetings, if any, unless such meetings occur at a time when the Superintendent would otherwise not be in the District pursuant to the terms of this Contract.
5. **Outside Activities.** The Superintendent shall devote her time, attention, and energy exclusively to the business of the District, pursuant to KRS 160.390. The Superintendent shall not engage in outside employment without advance written and specific consent of the Board set out in the Board minutes.
6. **Compensation.** The Superintendent shall receive a two and a half percent (2.5%) increase from the Superintendent's previous annual salary for the 2024-2025 fiscal year. Thenceforth, the Superintendent shall receive a two and a half percent (2.5%) annual salary

increase until her contract has expired. The Superintendent shall also receive a percentage increase in her annual salary, in addition to the aforementioned increases, commensurate with the percentage increase in teachers' salaries paid in the District as well as her step increase based on her teaching experience.

- a. The Superintendent shall receive reimbursement monthly for up to fifty percent (50%) of her 401K plan payments.
- b. The Superintendent's salary shall be paid in monthly installments on the same dates administrators who work 12 months are paid.
- c. The Superintendent shall receive reimbursement for her contribution for her premium family plan Health, Dental, Vision and Supplemental Health insurance for the Superintendent, her spouse and children.

7. **Annual Leave.** The Superintendent shall be entitled to fifteen (15) days of annual leave with carry over privilege. The Superintendent's annual leave schedule shall be subject to review by the Board upon retirement only. Any unused annual leave shall be purchased by the Board at Superintendent's then current salary rate up to a maximum of sixty (60) days.

8. **Sick Leave.** The Superintendent shall be entitled to ten (10) days of sick leave per year, which may be accumulated as provided in KRS 161.155.

9. **Professional Development.** The Superintendent may join professional or civic organizations related to her position as Superintendent and of value to the school district, the annual membership dues for which shall be paid by the Board. The Superintendent, at Board expense, may attend such professional conferences as are consistent with her position as Superintendent, and which Superintendents of other school systems are likely to attend, including, but not limited to those sponsored by KSBA, NSBA, and AASA. The Board shall, by

Superintendent, and which Superintendents of other school systems are likely to attend, including, but not limited to those sponsored by KSBA, NSBA, and AASA. The Board shall, by direct payment or reimbursement, pay the professional dues and liability insurance for the Superintendent's memberships in KASA and KASS.

10. **Expenses.** The District shall reimburse the Superintendent for all of her reasonable out-of-pocket expenses relative to this position upon approval by the Board. The Board shall also pay for annual bus driver update training at the district rate to compensated bus drivers, if applicable.

11. **Legal Services, Liability Insurance.** The Board shall provide all legal services required by the Superintendent including cost of legal fees, court costs, and other necessary and incidental costs associated therewith and shall otherwise reimburse the Superintendent for all legal expenses occasioned by the performance of her duties and shall otherwise defend, hold harmless and indemnify the Superintendent from any and all demands, claims, suits, actions and legal proceedings brought against the Superintendent occasioned by the performance of her duties, and shall provide liability insurance for her benefit covering acts and omissions within the course and scope of her employment as Superintendent in at least equal measure as is currently available from insurance carriers for all other School District employees.

12. **Goals and Objectives.** On or prior to the execution of this Contract, the parties shall meet to establish Board goals and objectives for the ensuing school year. The goals and objectives shall be reduced to writing and be among the criteria by which the Superintendent is evaluated. On or prior to June 30 of each school year, the parties will meet to establish Board goals and objectives for the next succeeding school year, if applicable, in the same manner and with the same effect.

13. **Evaluation.** The Board shall evaluate and assess in writing the performance of 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 Board for the period in question. 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.

14. **Contract Termination or Removal.** This Contract may be terminated by:

- a. Mutual agreement of the parties;
- b. Disability or Death of Superintendent;
- c. Discharge of Superintendent for Cause. The Board may discharge for cause the Superintendent for conduct of the Superintendent that results in a revocation or suspension of the Superintendent's certificate by the Educational Professional Standards Board pursuant to KRS 161.120 (I) (as current, or as amended). Notice of discharge for cause shall be given in writing and Superintendent shall be entitled to appear before the Board to discuss and address such cause. If Superintendent chooses to be accompanied by legal counsel at such meeting, he shall bear any costs involved. The Superintendent may choose whether the meeting shall be conducted in closed, executive session. Superintendent shall be provided a written decision describing the results of the meeting and action taken therein.

15. **Board Policy.** The Superintendent's duties and obligations are governed by Board policy, unless otherwise specifically modified hereinabove.

16. **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 force.

17. **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. Paragraph headings have been inserted for convenience of 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 contains all of the terms agreed upon by the parties with respect to the subject matter of the Agreement and supersedes all prior agreement, arrangements and communications between the parties concerning such subject matter, whether oral or written.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties executed this Contract in conformity with a resolution of the Board, passed on May 8, 2025.

SUPERINTENDENT:

Lisa McCane
LISA MCCANE

5-8-25
DATE

**BOARD OF EDUCATION OF
AUGUSTA INDEPENDENT SCHOOLS**

Laura Bach
LAURA BACH, CHAIRPERSON

5-8-25
DATE

COMMONWEALTH OF KENTUCKY

COUNTY OF Bracken

Subscribed, sworn to, and acknowledged before me by LISA MCCANE on this 8th day of May, 2025.

My commission expires: June 24, 2026

Timothy Littell
NOTARY PUBLIC

COMMONWEALTH OF KENTUCKY

COUNTY OF Bracken

Subscribed, sworn to, and acknowledged before me by LAURA BACH, Chairperson of the Board of Education of Augusta Independent Schools this 8th day of May, 2025.

My commission expires: June 24, 2026

Timothy Littell
NOTARY PUBLIC

