Employment Agreement
Ashland Independent School District

THIS AGREEMENT, made and entered into effective as of the 1st day of July, 2014, by and between the Board of Education of Ashland, Kentucky (hereinafter called the "Board"), and Stephen E. Gilmore (hereinafter called the "Superintendent");

WITNESSETH:

WHEREAS, this Agreement is made in accordance with the action of the Board as set forth in Resolution of a meeting held on September 23, 2013, whereby the Board agreed to employ Stephen E. Gilmore as Superintendent of the Ashland Independent School District ("District") in accordance with the provisions set forth herein; and

WHEREAS, the Parties agree that the Superintendent shall perform the duties of the Superintendent of schools in and for said District as prescribed by the laws of the Commonwealth of Kentucky and by the rules and regulations made thereunder by the Board of Education as well as local Board policy and all other applicable law as relates to the duties and obligations of a Superintendent of schools.

NOW, THEREFORE, the Board and the Superintendent agree as follows:

1. Term of Employment.

   The term of this Employment Agreement shall commence on July 1, 2014 and terminate June 30, 2016.

2. Professional Certification and Duties of Superintendent.

   a. Certification. The Superintendent shall hold a valid Certificate for the Superintendency issued by the Commonwealth of Kentucky.

b. 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.

c. Outside Activities. The Superintendent shall devote his time, attention and energy to the business of the District. The Superintendent and Board recognize the advisability and on occasions the necessity of 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 District. 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 he is compensated as a lecturer,

consultant, or for such attendance, the time involved with such functions shall not be considered as part of the 260 required contract days and the Board shall not pay the Superintendent's expenses involved with such functions.

3. Compensation and Evaluation.

The Board shall pay the Superintendent at an annual salary of One Hundred Thirty-Four Thousand, Seven Hundred Thirty-Two dollars ($134,732.00) to be paid in semi-monthly installments on the same dates administrators who work twelve (12) months are paid.

The Board, based upon its evaluation of the Superintendent, may adjust the salary of 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 shall be in the form of an amendment to this Agreement. District-wide increases for classified/certified employees shall not apply to the Superintendent unless expressly determined by the Board, it being understood that any increases to the Superintendent's compensation package shall require specific Board action. Any said adjustment shall become part of this Agreement, but 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. It is expressly understood that any increase in salary shall be at the final discretion of the Board. The Board shall conduct an annual evaluation of the Superintendent in accordance with Board policies and applicable law.

4. Contract Days and Fringe Benefits.

a. Contract 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 260 contract days, which will include twenty days of paid leave. If the Superintendent elects to be away from the job for five (5) or more days consecutively, 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. Health Insurance. Superintendent shall participate in the State health insurance plan on the same basis as any other employee of the Ashland Independent School District.

c. Professional Dues. The Board recognizes that mutual benefits derived by the Superintendent and the Board of the Superintendent's membership in certain professional organizations. The Board agrees to pay the Superintendent's dues for the Kentucky Association of School Superintendents and the Kentucky Association of School Administrators.

d. Retirement Benefits. The Superintendent shall have the same retirement benefits as provided for certified employees under the Kentucky Teachers Retirement System and as in any Board policy.

e. Cell Phone. The Board recognizes the necessity of a consistent and constant communication system in order for the Superintendent to cover the overall district responsibilities at all times. The Board agrees to pay for the Superintendent's cell phone and subsequent monthly charges.

5. Termination of Employment Agreement.

This Employment Agreement may be terminated as per the Board's Policy and shall also include the following:

a. Mutual agreement by the Parties.

b. Disability of the Superintendent; or

c. Discharge for cause as provided by law.

6. Board Policy.

The Superintendent's duties and obligations are governed by Board policy, unless otherwise specifically modified hereinabove. All benefits of the Superintendent are specifically stated in this Agreement and override any general policy which might be in existence for other employees.

7. 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 that Agreement not affected by such a ruling, shall remain in force.

8. Miscellaneous.

a. This Agreement has been executed in Kentucky and shall be governed in accordance with the laws of the Commonwealth of Kentucky in every respect.

b. Paragraph headings have been inserted for convenience or reference only, and if there shall be any conflict between such headings and the text of this Agreement, the text shall control.

c. This Agreement shall be executed in duplicate originals.

d. 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.

THE BOARD OF EDUCATION OF
ASHLAND, KENTUCKY

By: Patricia A. Hall
Chairperson

ATTEST:

Stephen E. Gilmore
Secretary

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Stephen E. Gilmore
Superintendent

COMMONWEALTH OF KENTUCKY)
)
COUNTY OF Boyd)

I, as Notary Public in and for the aforesaid county and state, do hereby certify that the foregoing Employment Agreement was this day before me in my said county and state duly executed and acknowledged by Stephen E Gilmore to be his free act and deed.

This 26th day of September, 2013

Kathy Sloan Cooke
Notary Public,

My Commission Expires: July 23 2016

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