# SUPERINTENDENT'S CONTRACT

THIS CONTRACT made and entered into this 8th day of November, 2012 by and between the BOARD OF EDUCATION OF BATH COUNTY (hereinafter "BOARD") and HARVEY TACKETT (hereinafter "SUPERINTENDENT"), for the position of superintendent of schools, and authorized by action at a lawful meeting of the BOARD held on the 8th day of November, 2012.

NOW, THEREFORE, the BOARD, and the SUPERINTENDENT, for the consideration herein specified, agree as follows:

## 1. TERM OF EMPLOYMENT

The SUPERINTENDENT is hereby hired and retained for a term commencing on the 12th day of November, 2012, and to continue through the 30th day of June, 2016.

## 2. COMPENSATION

The annual salary for serving as SUPERINTENDENT shall be ONE-HUNDRED-SEVEN THOUSAND DOLLARS ($107,000), paid in equal and regular 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 the SUPERINTENDENT during the term of this CONTRACT, 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 CONTRACT shall be in the form of an amendment to this CONTRACT. Any said adjustment shall become part of this CONTRACT, but it shall not be deemed that the BOARD and the SUPERINTENDENT have entered into a new contract, nor shall it be deemed that the termination date of the existing CONTRACT has been expended. Although the SUPERINTENDENT's salary may be increased at the discretion of the BOARD, this provision shall not be construed as an expectation by the SUPERINTENDENT that any such increase will occur. Nevertheless, and in any event, irrespective of any merit-based adjustment in the salary during the term of this CONTRACT, the SUPERINTENDENT shall receive an increase each year of this CONTRACT no less than the flat or percentage increase provided to other certified employees of the Bath County Schools.

The BOARD shall evaluate and assess in writing the performance of the SUPERINTENDENT at least once a year during the term of this CONTRACT.

## 3. WORKING DAYS

This CONTRACT requires the services of the SUPERINTENDENT for two-hundred forty (240) working days per year. The SUPERINTENDENT shall, upon the BOARD's request, provide the BOARD with a schedule of actual and proposed workdays for the current year. The SUPERINTENDENT may observe as holidays those holidays which all other certified staff may observe. The SUPERINTENDENT may take as leave, leave equal to that granted all other certified staff.

## 4. BENEFITS

The SUPERINTENDENT shall be entitled to all the benefits applicable to twelve (12) month administrative employees as are incident to their employment with the Bath County School District, including, but not limited to, emergency leave, leave for jury duty, personal leave, and sick leave, forms of insurance protection, but specifically a health insurance plan, retirement program, and other administrative employee benefits.

The BOARD shall pay or reimburse the SUPERINTENDENT for reasonable expenses incurred in the performance of the duties of the SUPERINTENDENT, including professional travel in an amount not to exceed the amount actually incurred consistent with BOARD policy. The BOARD shall also reimburse the SUPERINTENDENT for use of his personal automobile in connection with his duties at the rate adopted by the BOARD for reimbursement of employees.

The SUPERINTENDENT shall be provided a BOARD-owned cellular telephone or like kind of telecommunications device with BOARD-contracted service to use in the execution of his duties in accordance with Board Policy 3.1321

## 5. CERTIFICATE

The SUPERINTENDENT shall furnish to the BOARD prior to the commencement of this CONTRACT, a valid and appropriate certificate to act as superintendent of schools in accordance with the laws of the Commonwealth of Kentucky and as directed by the BOARD. This certificate must remain valid throughout the entire term of this CONTRACT. Should the certificate be deemed invalid by the certification authority of the Commonwealth of Kentucky, this CONTRACT shall be null and void.

## 6. BACKGROUND CHECK

The commencement of this CONTRACT is contingent upon a national and state criminal background check on the SUPERINTENDENT which documents the SUPERINTENDENT has no record of a sex crime nor as a violent offender as defined in KRS 17.165.

## 7. DUTIES

The SUPERINTENDENT shall have charge of the administration of the schools under the direction of the BOARD. The SUPERINTENDENT shall be the executive agent of the BOARD; shall be responsible for implementation of BOARD policies; shall organize, reorganize, and arrange the administrative and supervisory staff, including instruction and business affairs, as to best serve the Bath County School District; shall from time to time suggest policies and procedures deemed necessary for the well ordering of the Bath County School District; and shall, in general, 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 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 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.

The SUPERINTENDENT shall reside in the district.

**8. PROFESSIONAL DEVELOPMENT**

The BOARD encourages the continuing professional growth and development of the SUPERINTENDENT through attendance at professional training sessions and other appropriate meetings and conferences at the local, state and national levels. In its encouragement, the BOARD shall permit a reasonable amount of release time for the SUPERINTENDENT to attend such matters and shall pay for the necessary fees for travel and subsistence expenses, as approved by the BOARD in the annual budget or otherwise by specific BOARD action.

The BOARD shall pay one-hundred percent (100%) of all reasonable membership charges to any professional associations in which the SUPERINTENDENT feels is necessary to maintain and improve his professional skills, as permitted by state law and as approved by the BOARD.

**9. OUTSIDE EXPENSES**

The SUPERINTENDENT may, with the express consent of the BOARD, serve as a consultant to other districts or educational agencies, or engage in writing and speaking activities, so long as such activities do not interfere with the SUPERINTENDENT's duties to the Bath County School District and are of short duration.

If the SUPERINTENDENT is compensated for outside activities by an agency other than the BOARD, the time involved for such functions will be considered as his leave, or leave without pay if he does not then have leave time available, and this BOARD will not pay the SUPERINTENDENT's salary or expenses for the approved activity.

**10. PROFESSIONAL LIABILITY**

The BOARD agrees the SUPERINTENDENT shall be a covered insured, in his official and individual capacity, under any and all liability insurance policies or insurance trust programs in which the Bath County School District is a participant.

**11. TERMINATION OF CONTRACT**

This CONTRACT may be terminated as per the BOARD's policy and under the statutory law of the Commonwealth of Kentucky and pertinent case decisions, and also by expiration of its term; mutual agreement of the parties; or discharge for cause.

**12. SAVING 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.

**13. GOVERNING LAW**

This CONTRACT has been executed in the Commonwealth of Kentucky and shall be governed in accordance with the law of the Commonwealth of Kentucky in every respect.

**14. HEADINGS**

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

**15. ADDITIONAL TERMS**

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

IN TESTIMONY HEREOF, the BOARD and the SUPERINTENDENT have caused this CONTRACT 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.

BOARD OF EDUCATION OF BATH COUNTY

BY: Hurschell Rawlings
CHAIRPERSON OF THE BOARD

STATE OF KENTUCKY

COUNTY OF BATH

The foregoing instrument was subscribed, sworn to and acknowledged before me by HURSCHELL RAWLINGS, CHAIRMAN, BATH COUNTY BOARD OF EDUCATION, on this the 8th day of November, 2012.

My Commission Expires: 7-6-2014

Karen Rawlings
NOTARY PUBLIC, STATE AT LARGE, KY

BY: Harvey Jackett
SUPERINTENDENT

STATE OF KENTUCKY

COUNTY OF BATH

The foregoing instrument was subscribed, sworn to and acknowledged before me by HARVEY TACKETT, SUPERINTENDENT, on this the 8 day of November, 2012.

My Commission Expires: 7-6-2014

Karen Rattigg