

AMENDMENT AND EXTENSION
OF SUPERINTENDENT'S CONTRACT

WHEREAS, the BOONE COUNTY BOARD OF EDUCATION (the "Board" or "District") is desirous of formalizing its commitment to its Superintendent, RANDOLPH J. POE ("POE or Superintendent") for his instructional, professional development, human resource, management fiscal management and overall managerial leadership, and in recognition of the sustained, measurable academic, improvement of the students of the District, the innovative programs of professional development and student behavioral and academic achievement intervention; on increased morale among classified and certified staff, and the overall elevation of the District to a National reputation in these areas; and in acknowledgement that these accomplishments have occurred during a period of a challenging stressful legislative climate of escalating unfunded mandates put upon the school system and compounded by overall budget cuts and fiscal crises in public funding of the school system, and being mindful of the present competition in Kentucky and throughout the nation for educational leaders of the demonstrated quality of the Superintendent;

NOW THEREFORE:

WITNESSETH:

That RANDOLPH J. POE (hereinafter "POE" or "Superintendent"), and the BOONE COUNTY BOARD OF EDUCATION, of Florence, Kentucky (the Board or the District), mutually extend the contract of POE as Superintendent of Schools of the District, said extension term beginning on the 1st day of July 2012, and expiring on June 30, 2016, in accordance with the Common School Laws and Rules and Regulations prescribed in pursuance thereof by the Kentucky Department of Education.

It is agreed that POE shall receive an annual salary and fringe benefits as provided herein. It is further agreed that he shall devote his 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 District Board of Education.

1. During the term of this Contract, the Board agrees to provide POE life insurance as provided by the District as an employee benefit to administrators of the District, family health insurance and dental insurance for POE and his family at District's expense from a group plan available through the District for the other school administrators, with the specific plan to be selected by POE, and any additional insurance provided to teachers shall also be provided to the Superintendent.

2. The Superintendent shall be entitled to six (6) weeks paid annual leave during each year of his employment with carry over privilege the same as other senior administrators in the District. The Superintendent's paid annual leave schedule shall be subject to review by the Board. Upon retirement, the Superintendent shall be paid any unused annual leave up to a maximum of 60 days. KRS 161.540 (1).

3. The Superintendent is employed for 242 working days per year and shall be entitled to eight (8) days of professional leave during the summer months to serve as an adjunct instructor at a local university or for other consultative services. The Superintendent may observe as holidays those holidays which all other staff may observe. The Superintendent may take leave equal to that granted all other certified staff.

4. The Superintendent shall be entitled to twelve (12) days of sick leave per year, which may be accumulated as provided in KRS 161.155, and retirement benefits under the

Kentucky Teacher Retirement program as earned by a Superintendent of a school district in Kentucky.

5. The Superintendent shall be entitled to three (3) "emergency" days per year as provided in KRS 161.152. Personal leave days other than emergency days shall be provided to the Superintendent the same as to other certified personnel.

6. The Superintendent may join three (3) professional organizations and (3) civic organizations related to his position as Superintendent and of value to the District, the annual membership dues for which shall be paid by the Board, and any other professional or civic organizations at Board expense on a case by case basis upon prior approval of the Board. The Board shall pay for reasonable incurred incidentals to attendance at functions of those organizations regardless whether they are local or not overnight. In addition, the Superintendent, at Board expense, may attend such professional conferences or civic organization activities as are consistent with his position as Superintendent, including local civic functions as well as including but not limited to KSBA, NSBA and AASA.

7. Professional and Staff Meetings, Expenses and Automobile. The Board shall reimburse the Superintendent for all travel and sustenance expenses at the same rate provided all other school employees. The Board shall provide the Superintendent with an unmarked vehicle at District expense as well as any personal security devices, technological devices, or accommodations as may be appropriate to his position. The Board shall reimburse or pay directly for reasonable expenses incurred by the Superintendent in the continuing performance of his duties under this Agreement or otherwise furthering the mission or prospects of the District; including all out of pocket and sustenance expenses incurred at or to host meetings relative to his

position as the Chief Executive Officer of the District whether or not they are incurred locally or in connection with travel.

All benefits of the Superintendent which are specifically spelled out in the Agreement, including but not limited to reimbursement or direct pay of expenses incurred by the Superintendent in connection with District business shall override any other Board policy or general policy which might exist or apply to other employees of the District.

8. Annual Physical Exam. The Superintendent shall submit to an annual routine physical examination by a local physician of his choice, which shall be at Board expense. If the examining physician orders a more comprehensive examination or test, that portion thereof not covered by the Superintendent's medical/hospitalization insurance shall be at Board expense. The Superintendent shall provide the results of the annual physical examination to the Board and said results/records shall remain confidential.

9. Compensation, Adjustments and Contributions to Retirement Benefits. The Superintendent shall receive as base annual salary for fiscal year July 1, 2012 – June 30, 2013, the sum of \$182,730.00, and thereafter for the remaining term of the Contract, he shall be paid an amount equal to his base annual salary for the previous year plus an annual increase equal to the same percentage increase in pay, if any, granted to other certified personnel of the District in each fiscal year, which in computing same, shall include an annual "experience step" increase. This "experience step" shall be calculated by the annual "experience step" amount for the most "experience step" on the certified salary schedule for that year as the numerator, divided by 187 as the denominator (the number of contract days for non-indexed certified employees) and that number multiplied by 242 (the number of contract days for the Superintendent). In addition to base salary, the District shall fund and pay the Superintendent's (employee) contribution portion

to Kentucky Teacher's Retirement for retirement benefits. In addition to the minimum annual raise of the salary of the Superintendent as set forth above, the Board may vote to grant the Superintendent an additional merit raise. In any event, the Superintendent's then current salary may not be decreased. The salary shall be paid to the Superintendent in regular installments, in accordance with the schedule of salary in effect for other certified employees.

10. The Board shall fund a 403B and 457 tax-sheltered annuity based on 15% of the Superintendent's total salary plus any catch up provisions allowed by the IRS for the Superintendent in the current IRS amount and on the conditions qualifying as a tax free employer paid benefit for each fiscal year through June 30, 2016.

11. The District encourages continuing professional growth of the Superintendent through participation in seminars and or courses offered by public or private educational institutions. The District will pay directly or reimburse tuition fees and related expenses for credit hours, seminars or professional growth programs pursued or earned during employment for professional improvement or general leadership development.

12. Contract Termination or Removal. This Contract may be terminated by the Board only if the Superintendent is removed for cause as provided by law.

13. Notice, Damages. The Board agrees that it will provide the Superintendent with notice of its intention to re-appoint or not to re-appoint the Superintendent between January 1 and January 15, in the year this Contract is set to expire. If the Superintendent is notified the Board intends to re-appoint him, a new Contract confirming the terms of the re-appointment shall be executed by the parties on or before the Board's regular February Board meeting in the year this Contract expires. If the Board fails to give the Superintendent the required notice of its intention not to re-appoint him by January 15 of the last year of this Contract, and the Board does

not re-appoint him, the Board agrees to pay the Superintendent the lump sum of one year's compensation equal to the compensation payable to the Superintendent during the last year of the Contract.

14. 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 his duties as Superintendent 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 in his individual capacity or in his official capacity occasioned by the performance of his said duties, and shall provide liability insurance for his benefit covering acts and omissions within the course and scope of his employment as Superintendent in at least equal measure as is currently available through the Kentucky School Boards Association Insurance Trust (KSBIT). To the extent such counsel and litigation expenses are not covered by or exceed the insurance, the Board shall be responsible for and indemnify and hold the Superintendent harmless of any additional expenses above the applicable insurance policies.

15. Should any intended nontaxable fringe benefit provided to the Superintendent pursuant to this contract become taxable to the Superintendent during the term of this contract, the Board shall pay additional compensation to the Superintendent at a rate that will maintain Superintendent's level of contracted compensation.

16. Contract Extension. After completion of the Superintendent's first contract or after (4) years, whichever comes last, the Board may, no later than June 30, extend the contract

of the Superintendent's for one (1) additional year beyond the current term of employment pursuant to KRS 160.350(4).

IN WITNESS WHEREOF, the parties execute this Contract in conformity with a resolution of the Board passed Feb 10, 2011 authorizing the Chairperson of the Board to so effectuate and execute this Contract on behalf of the Board.

BOONE COUNTY BOARD OF EDUCATION

C. Ed Massey
ED MASSEY

2-10-2011
DATE

Karen Byrd
KAREN BYRD

2/10/2011
DATE

Steve Kinman
STEVE KINMAN

2-10-11
DATE

Ken Cook
KEN COOK

2.10.11
DATE

Bonnie Rickert
BONNIE RICKERT

2/10/11
DATE

Being all the members of the Boone County Board of Education.