BOURBON COUNTY SCHOOLS
PARIS, KENTUCKY
SUPERINTENDENT EMPLOYMENT
AGREEMENT

THIS SUPERINTENDENT EMPLOYMENT AGREEMENT ("Agreement") is made and entered into this 17TH day of February, 2011, by and between the BOARD OF EDUCATION OF BOURBON COUNTY, Paris, Kentucky (the "Board") and LANA FRYMAN, Paris, Kentucky (the "Superintendent") and authorized by re-appointment of Lana Fryman at the regularly scheduled meeting of the Board on February 17, 2011 and approval of the Agreement at the regularly scheduled meeting of the Board on February 17, 2011, with said meeting being a legal meeting and with the actions taken reflected in the minutes of the meeting.

W I T N E S S E T H:

NOW THEREFORE, the parties, intending to be legally bound and for and in consideration of the mutual covenants and agreements hereby agree as follows:

1. TERM OF EMPLOYMENT

The Superintendent is hereby appointed, hired and retained by the Board for a term commencing on July 1, 2011 through June 30, 2015, as the superintendent of schools for the Bourbon County Schools, Paris, Bourbon County Kentucky and thereafter, pursuant to KRS §160.350(4) the Board, by majority vote prior to June 30th of any year may extend the term of this agreement for one (1) year.

2. DUTIES

The duties, responsibilities and obligations of the Superintendent shall be in accordance with all those duties incident to the Office of Superintendent and imposed by law and regulations of the Commonwealth of Kentucky and those duties specified under Bourbon County Board of Education Policy Manual. Other duties, responsibilities and obligations may be assigned to the Superintendent at the discretion of the Board. The Superintendent shall adopt regular working hours in line with Board policies.

3. COMPENSATION

a. Initial Salary/Fiscal Year Percentage Increase.

The base salary shall be set at One Hundred and Two Thousand Ten Dollars ($102,010.00) plus the 2011 fiscal year percentage increase, if any, based on rank and experience, allotted to the salaries for all certified employees of the Bourbon School District, per school year. The salary shall be paid in equal installments in accordance

with and consistent with the policy of the Board governing payment of salary to other certified employees employed in the Bourbon School District. The Superintendent shall add to her base salary, commencing on July 1, 2012, and for each anniversary thereafter during the term of this Agreement, the fiscal year percentage increase, if any, based on rank and experience, allotted to the salaries for all certified employees of the Bourbon School District for that next fiscal year. No amendment to this Agreement is necessary for these annual increases, if any, to take effect.

b. Discretionary Increase and Evaluations.

In addition, the Board and Superintendent retain the right to further adjust the annual salary of the Superintendent during the term of this Agreement provided that any salary adjustment does not reduce the annual salary below the current salary, as provided herein. Any adjustments in salary or fringe benefits made during the term of this Agreement shall constitute an amendment to this Agreement and shall become a 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 Agreement has been extended. Although the Superintendent's salary may be increased at the discretion of the Board, under this paragraph, this paragraph shall not be construed as an expectation by the Superintendent that any such increase shall occur.

The Superintendent will be evaluated by the Board on an annual basis as required by applicable statutory and regulatory provisions and consistent with Board Policy. Such evaluation may, but is not required, and at the discretion of the Board be used in determining any increases in salary other than the fiscal year percentage increase.

c. Working Days.

Consistent with Board Policy, it is agreed that each school year shall start on July 1 and end on June 30 and shall consist of 240 working days (including vacation days).

4. FRINGE BENEFITS

a. Vacation/Holidays.

The Superintendent shall be entitled to twenty (20) days of paid vacation each school year that may be accumulated according to Board Policy. The Superintendent may take up to five (5) vacation days at any one time. Upon Board approval, the Superintendent may take more than five (5) consecutive vacation days. The Superintendent may take all Holidays as provided in Board Policy

b. Leave and Sick Days.

The Superintendent may accrue leave days and sick days as authorized by Board Policy for certified employees of the Bourbon School District.

c. Health/Other Insurance.

The Superintendent is entitled to health insurance and all other insurance benefits consistent with Board Policy for certified employees of the Bourbon School District.

d. Expenses.

The Board shall pay or reimburse the Superintendent for all reasonable expenses approved by the Board and incurred by the Superintendent in the continuing performance of her duties under this Agreement, as determined by the Board and consistent with Board Policy. The Superintendent may not use Board credit cards for personal expenses, even if reimbursed. Mileage expenses incurred by the Superintendent for use of the Superintendent's personal vehicle for activities associated with fulfilling the duties of the office of superintendent shall be reimbursed on the same basis and in the same manner consistent with Board Policy.

e. Retirement Benefits.

The Superintendent shall have the same retirement benefits as provided for certified employees under the Kentucky Teachers Retirement System and consistent with Board Policy.

f. Professional Dues.

The Board agrees to pay Superintendent's annual dues to the Kentucky Association of School Superintendents ("KASS"), the Kentucky Association of School Administrators ("KASA"), the American Association of School Administrators ("AASA") and the Kentucky Leadership Academy Alumni ("KLAA")

5. OUTSIDE ACTIVITIES

While it is agreed that the Superintendent shall devote her time and attention to the office of the superintendent in discharging her duties as Superintendent, it is also recognized that Bourbon School District would derive benefit in permitting the Superintendent a reasonable amount of time and effort in attending seminars, courses or programs conducted by reputable organizations at the local, state and national level. The Board agrees to permit attendance at these seminars, courses and programs, within reason, and to reimburse for necessary fees and travel expenses associated therein. The Board shall have ultimate discretion in determining the Superintendent's attendance and associated costs and expenses.

Should the Superintendent elect to attend any function, meeting or seminar wherein she is compensated as a lecturer, consultant or for such attendance, the time

involved shall not be considered as part of the 240 required working days and the Board shall not pay the Superintendent's expenses involved with such functions.

6. CERTIFICATE

The Superintendent shall maintain during the term of this Agreement all valid and appropriate certificates demonstrating qualification to be a superintendent under Kentucky law including KRS 160.350 and consistent with Board Policy. Prior to commencing the term the Superintendent shall provide to the Board a copy of all such certificate(s).

7. TERMINATION OF AGREEMENT

This Agreement shall terminate at the end of the term (as set forth in and pursuant to paragraph 1). The Agreement may be terminated before that date as follows:

a. Mutual Agreement of the parties;
b. Death, disability, or resignation of the Superintendent,
c. Discharge of the Superintendent for cause as permitted by law.
d. Upon the loss or revocation of any required certificate as required under KRS 160.350.

8. MISCELLANEOUS

a. Notice

All notices or communications required under this Agreement shall be in writing and shall be effective on hand-delivery or day of mailing by first class mail, registered or certified mail, postage prepaid and addressed:

If to the Board;

Chair, Bourbon County Board of Education
Bourbon County Schools
3343 Lexington, Rd.
Paris, Kentucky 40371-1000

If to Superintendent;

Superintendent;
Bourbon County Schools
3343 Lexington, Rd.
Paris, Kentucky 40371-1000

b. Savings Clause

If it is determined during the term of this Agreement that a specific clause or provision is illegal or void under federal or state law, then the remainder of the Agreement shall not be affected by such determination and all other provisions or clauses shall remain in full force and effect.

c. Headings

The section headings contained herein are inserted for convenience of reference only and shall not control or affect the meaning or construction of any of the provisions hereof.

d. Non-assignability This Agreement terminates at the death of Superintendent and is non-assignable, to the heirs, executors, administrators, and assigns of Superintendent.

e Entire Agreement. This Agreement contains the entire agreement of the parties hereto with respect to the subject matter hereof and may not be amended, modified, or supplemented except in a writing signed by the parties hereto. This agreement supersedes in its entirety any and all prior agreements between the parties.

f. Waiver; subsequent breach. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver of such provision or the right thereafter to enforce the same, and no waiver of any breach shall be construed as an agreement to waive any subsequent breach of the same or any other provision.

g. Governing law. This agreement shall be construed in accordance with and governed by the laws, rules and regulations of the Commonwealth of Kentucky.

IN WITNESS WHEREOF, the parties have executed this agreement as of the day and year first above written.

BOARD OF EDUCATION OF
BOURBON COUNTY

BY: Todd Earlywine
Todd Earlywine
Chairman

SUPERINTENDENT

Lana Fryman
Lana Fryman
Superintendent

ATTEST:

_____
Secretary to the Bourbon County
Board of Education

COMMONWEALTH OF KENTUCKY)
)SS
COUNTY OF BOURBON)

The foregoing Agreement was acknowledged, subscribed and sworn to before me on February 21, 2011 by Todd Earlywine, Chairman, Bourbon County Board of Education, on behalf of the Board and LANA FRYMAN.

My Commission expires 5/25/14.

Julie L. Ferrell - 420048
NOTARY PUBLIC
STATE AT LARGE

This Instrument prepared by:

_____
Sam P. Burchett
Attorney at Law
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Lexington, KY 40507
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