THE BOARD OF EDUCATION OF
BOWLING GREEN INDEPENDENT SCHOOL DISTRICT

SUPERINTENDENT'S CONTRACT

THIS AGREEMENT is made and entered into this July 1, 2013, by and between The Board of Education of Bowling Green Independent School District (hereinafter "Board"), and Joseph Tinius (hereinafter "Superintendent").

-W I T N E S S E T H-

WHEREAS, this Agreement is made in accordance with and contingent upon the action of the Board as taken at a regular meeting held on March 11, 2013, whereby the Board voted to employ Joseph Tinius as Superintendent of the Bowling Green Independent School 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 the Bowling Green Independent School District as prescribed by the laws of the Commonwealth of Kentucky and by the policies and procedures of the Board of Education of the Bowling Green Independent School District.

NOW THEREFORE, the Board and Superintendent agree as follows:

1. Term: The term of this Agreement shall commence on July 1, 2013 and terminate on June 30, 2017 unless terminated sooner under the provisions of paragraph 5 of this Agreement. The Board shall take action on and notify the Superintendent in writing no later than May 30, 2017, concerning the renewal or non-renewal of this Agreement.

2. Professional Certification and Responsibilities of Superintendent:

a. Certification - The Superintendent shall furnish throughout the life of this Agreement a valid and appropriate certificate to act as superintendent in the Commonwealth of Kentucky.

b. Acknowledgment of Good Health - The Superintendent represents and acknowledges to the Board and as an inducement for the Board to employ him as Superintendent, that to the best of his knowledge and belief he has no medical, physical or mental disability, nor a previous drug or alcohol problem which would impair his ability to perform his duties as Superintendent.

The Superintendent further agrees to have an annual comprehensive medical examination. The Superintendent agrees to direct that the physician performing said examination certify as to the physical and mental competency of the Superintendent which certificate shall be filed with the Board and treated as confidential information by

the Board. The cost of said medical examination and certificate is to be borne by the Board less the amount paid by insurance.

c. Duties - The Superintendent shall perform the duties of Superintendent of the Bowling Green Independent School District as prescribed by the laws of the Commonwealth of Kentucky and the policies and procedures of the Board of Education of the Bowling Green Independent School District and shall devote his full time, attention and energy to the business of the school district.

d. Outside Activities - The Superintendent shall devote his time, attention and energy to the business of the school district. With the consent of the Board, the Superintendent may serve as a consultant to other districts or education agencies. The Superintendent may lecture, engage in writing activities and speaking engagements, and engage in other activities which are of a short-term duration at his discretion, so long as such activities do not interfere with duties as Superintendent.

The Superintendent and Board recognize the advisability and on occasions the necessity of the Superintendent to attend seminars, courses, or programs conducted or sponsored at the local, state or national levels. It is understood and agreed that the Board shall permit a reasonable amount of leave time for the Superintendent to attend such meetings, for the Board to pay for the necessary fees and travel and subsistence expenses as may be approved by the Board or as may be set forth in local Board policy. Likewise, 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 be considered as part of vacation time, and the Board shall not pay the Superintendent's expenses involved with such functions.

3. Compensation:

a. The Board shall pay the Superintendent a base annual salary of $126,788.00, to be paid in equal bi-weekly installments on the same pay schedule as all other certified employees, and the Superintendent shall receive the same annual district-wide percentage increase in salary as approved by the Board for all certified employees. The Board and Superintendent may mutually agree to further adjust the salary of the 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 additional adjustment of salary made during the term of this Agreement shall be in the form of an amendment to this Agreement. It is expressly understood, however, that any additional increase in salary shall be at the final discretion of the Board, and this provision shall not

be construed as an expectation by the Superintendent that any such additional increase will occur. Further, the parties hereto understand and acknowledge that any additional increase shall be based upon an objective annual evaluation of the Superintendent's performance as measured against specific goals and objectives to be set by the Board and Superintendent prior to the commencement of each school year.

b. Vacation - It is understood and agreed that each school year from July 1st to June 30th, the term of this Agreement shall consist of 260 working days. The Superintendent may elect a total of 10 days paid vacation. In addition to vacation days, the Superintendent may observe the ten legal holidays observed by the Board as part of his 260 working days. It is understood that the Superintendent's paid vacation days shall not be accumulated and used in any successive year.

c. Sick Days - The Superintendent shall have ten sick leave days in accordance with the Board's policies applicable to all certified employees.

d. Health Insurance - The Superintendent shall participate in the State health insurance plan on the same basis as all certified employees of the Bowling Green Independent School District.

e. Retirement Benefits - The Superintendent shall have the same retirement benefits as provided for certified employees under the Kentucky Teachers Retirement System.

f. Life Insurance - The Superintendent shall participate in the State life insurance plan on the same basis as all certified employees of the Bowling Green Independent School District.

g. Expenses - The Board shall pay or reimburse the Superintendent for reasonable expenses approved by the Board and incurred by the Superintendent in the continuing performance of his duties under this Agreement, including but not limited to reimbursement for out-of-district travel at the rate adopted by the Board for all certified employees.

h. Professional and Civic Dues - The Board recognizes the mutual benefits derived by the Superintendent and the Board from the Superintendent's membership in certain professional and civic organizations. The Board agrees to pay dues for the Kentucky Association of School Superintendents (KASS), the Kentucky Association of School Administrators (KASA), and one civic club of the Superintendent's choice. Upon request by the Superintendent, the Board may in its discretion approve payment of dues for other professional and civic organizations.

4. Annual Evaluation: At least annually the Board shall devote a portion or all of one meeting to an evaluation of the Superintendent's performance and to a discussion of the

working relationship between the Superintendent and the Board. Such annual discussion shall be held in closed session at a Board meeting in February of each year to the extent permitted by law. All aspects of these discussions shall be treated confidentially by the Board to the extent permitted by law.

5. Termination of Employment Agreement: This Employment Agreement may be terminated by:

a. Mutual agreement by the parties;

b. 90 days advance written notice by Superintendent to Board;

c. Disability of the Superintendent;

d. Death of the Superintendent;

e. Discharge for cause as provided by law.

In addition to the authority of the Board to discharge the Superintendent from his position for cause as set forth under state or federal law or other Board policies or regulations, the Board and Superintendent agree as follows:

The Superintendent and Board jointly acknowledge and recognize that the Superintendent is viewed by students, teachers, administrators and the community as a role model and that as such the Board expects the Superintendent not to violate any statutory law regarding the use of intoxicating beverages, controlled substances, or any other conviction of a statutory criminal offense with the exception of routine traffic violations. To the extent that the Superintendent is convicted of any such offense under any court in any state of competent jurisdiction, the Board may by a four-fifths (4/5) vote of its members discharge the Superintendent from his employment without any further obligation to compensate him or provide other benefits under this Agreement.

The Superintendent by execution of this Agreement acknowledges and understands that this provision holds him to a stricter standard of conduct than otherwise provided by law, and he voluntarily waives any defense he might otherwise have at law as to the Board's authority to terminate his employment under this provision. He further waives any and all claims for any relief which he may have arising from the Board's action under this provision. It is clearly understood that the Board's remedy under this section is established as a contractual right to which the Superintendent voluntarily agrees.

6. Savings Clause: If, during the term of this Agreement, a specific clause of the Agreement is determined to be illegal under federal or state law, the remainder of the Agreement not affected by such a ruling, shall remain in force.

WITNESS OUR HANDS the day and date first above written.

THE BOARD OF EDUCATION OF THE
BOWLING GREEN INDEPENDENT
SCHOOL DISTRICT

By: _____
Michael K. Bishop, Chairman

_____
Joseph Tinius, Superintendent