CAMPBELLSVILLE INDEPENDENT SCHOOLS
CAMPBELLSVILLE, KENTUCKY

CONTRACT EMPLOYING SUPERINTENDENT

This Agreement, made and entered into this 13th day of May, 2013, by and between the Board of Education of Campbellsville Independent Schools (hereinafter the "BOARD"), and Carl Michael Deaton (hereinafter "SUPERINTENDENT"), and authorized by action at a lawful meeting of the BOARD held on the 13th day of May, 2013.

WITNESSETH:

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

IT IS AGREED:

1. TERM OF EMPLOYMENT

SUPERINTENDENT is hereby hired and retained for a term commencing on July 1, 2013 through June 30, 2017, as Superintendent of Schools for the Campbellsville Independent Schools, Campbellsville, Kentucky.

2. 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.

3. OUTSIDE ACTIVITIES

SUPERINTENDENT shall devote himself exclusively to his duties.

The BOARD expects 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 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 Campbellsville Independent Schools. 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 required working days and the

BOARD shall not pay the SUPERINTENDENT's expenses involved with such functions.

4. COMPENSATION

The base salary shall be **$55,322.00** per school year. In addition, there shall be paid the sum of **$18,638.00** for 63 extended days. Furthermore, there shall be paid **$36,040.00** as supplemental superintendent stipend pay. Accordingly, the total annual compensation shall be **one-hundred ten thousand dollars ($110,000.00)**.

The total salary shall be paid in semi-monthly installments on the same dates as 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 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 a written amendment to this AGREEMENT. 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. The BOARD shall, at least on an annual basis, conduct an evaluation of the SUPERINTENDENT.

5. WORKING DAYS AND BENEFITS

a. Working 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 **250 working days (inclusive of 63 "extended" days)**. 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. Leaves. The SUPERINTENDENT shall accrue all leave days as authorized by Board Policy for certified employees. Consistent with statutory law, the SUPERINTENDENT shall be permitted to transfer to the district all sick leave accumulated as of June 30, 2013. A total of **twenty (20)** sick days and three **(3) personal** days shall be available to the SUPERINTENDENT during each school year. Unused personal days shall be added to accumulated sick leave each school year. Only sick days shall carry from year to year.

c. Health Insurance. The SUPERINTENDENT shall receive insurance consistent with that of other District employees.

d. Expenses. The BOARD shall pay or reimburse SUPERINTENDENT for reasonable expenses approved by BOARD and incurred by SUPERINTENDENT in the continuing performance of his duties under this AGREEMENT, as determined by the BOARD and according to Board Policy.

e. Professional Dues. The BOARD recognizes the mutual benefits derived by the SUPERINTENDENT and the BOARD of the SUPERINTENDENT's membership in certain professional organizations. The BOARD agrees to pay dues for such organizations in its discretion, which shall include, but is not limited to, the Kentucky Association of School Superintendents (KASS) and the Kentucky Association of School Administrators (KASA).

f. Automobile Expenses. The SUPERINTENDENT shall be reimbursed for work-related mileage per Board Policy.

g. Retirement Benefits. The SUPERINTENDENT shall have the same retirement benefits as provided certified employees under the Kentucky Teachers Retirement System and as in Board policy. In addition, the BOARD agrees to pay an estimated **nine thousand dollars ($9,000.00)** annually toward the SUPERINTENDENT'S retirement during the term of the contract.

h. Vacation. As a district administrator, the SUPERINTENDENT shall receive **twenty (20)** paid vacation days per school year. The vacation days may only be used during the 63 extended days (see above) of the school year and do not carry from year to year.

6. TERMINATION OF EMPLOYMENT AGREEMENT

This AGREEMENT will terminate as per the Board's Policy and shall also include the following:

a. By expiration of its term; or
b. Mutual agreement of the parties; or
c. Discharge for cause.

7. BOARD POLICY

The SUPERINTENDENT's duties and obligations are governed by Board policy, unless otherwise specifically modified herein above.

The BOARD and SUPERINTENDENT intend for this AGREEMENT to identify the benefits to be received by the SUPERINTENDENT which are not otherwise made available to all employees. It is expressly understood, however, that the SUPERINTENDENT shall be fully entitled to receive any benefits provided to all District employees, including, but not limited to, the one-percent (1%) salary match with Kentucky Deferred Compensation/ 403(b) plan.

8. 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 the AGREEMENT not affected by such a ruling shall remain in force.

9. MISCELLANEOUS

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

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 agreement, the text shall control.

This AGREEMENT shall be executed in duplicate originals.

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. **Specifically, this AGREEMENT replaces and supersedes the prior agreement between these parties, dated February 11, 2013, in order that paragraph seven (7) could be clarified (as now written above) in accordance with the intent of the parties hereto.**

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.

CAMPBELLSVILLE INDEPENDENT SCHOOLS

BY : Pat Hall
Chairperson

SUPERINTENDENT

Mike Deaton

ATTEST

BY: Suzanne Wilson
Vice Chairperson, Suzanne Wilson

COMMONWEALTH OF KENTUCKY)
) Sct.
COUNTY OF TAYLOR)

Subscribed and sworn to before me by Pat Hall, Chairperson of the Campbellsville Independent School System, and Mike Deaton, the Superintendent named above, on this 13th day of May, 2013.

My commission expires: 09/08/13 Judy Hutton
NOTARY PUBLIC