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Superintendent's Contract of Employment
between
Superintendent Marion Sowders
and the
Casey County Board of Education

This Contract of Employment is made and entered into on this the 11th day of June, 2013 by and between the Casey County Board of Education ("Board") and Marion Sowders ("Sowders").

The Board and Superintendent agree as follows:

I. TERM

The Board, in consideration of the promises of the Superintendent stated in this contract, employs the Superintendent as Superintendent of Schools for a term beginning the 1st of July, 2013 and ending the 30th day of June, 2017.

Contract Extension

After the completion of the Superintendent's first contract or after four (4) years, whichever comes last, the Board may, no later than June 30, extend the contract of the Superintendent for one (1) additional year beyond the current term of employment pursuant to KRS 160.350(4).

II. PROFESSIONAL CERTIFICATION AND RESPONSIBILITIES OF SUPERINTENDENT

A. Certification

The Superintendent shall hold a valid certificate, which qualifies the Superintendent to hold the position of Superintendent and shall hold such certification throughout the period of employment as Superintendent.

B. Duties

The Superintendent shall devote his normal business hours to the discharge of his duties as set out by the laws of this nation and the Commonwealth, the rules and regulations of the state and local board of education, and that failure to do so will invalidate this contract, except that he may enter into a contract with this Board in accordance with the provisions of KRS 160.440. The Superintendent will be the executive agent of the Board and will have the primary responsibility for carrying out Board policy in the district, whereas, the Board retains the primary responsibility for formulating and adopting district policy.

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The Superintendent shall make all reasonable efforts to secure capable and qualified candidates for all available positions in the District, which are subject to appointment by the Superintendent.

C. Outside Activities

The Superintendent shall devote his normal business hours exclusively to the business of the school district, pursuant to KRS 160.390, except with advance written consent of the Board as set out in the Board minutes. However, he may serve as a consultant to other districts or education agencies, 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 his duties as Superintendent of the Casey County Schools.

The Superintendent shall attend all professional training sessions required by law, and other appropriate meetings and conferences at the local, state, and national levels. The Board shall reimburse the Superintendent for actual expenses incurred while attending these professional activities in accordance with Board Policies and Procedures. The Board shall pay or reimburse dues in appropriate professional organizations of the Superintendent's choosing which sponsor such professional activities.

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 his vacation time and the Board shall not pay the Superintendent's expenses involved with such functions.

III. COMPENSATION

The Board shall pay the Superintendent an annual salary of $100,000.00 for each year of the contract, to be paid in regular monthly installments, in accordance with the schedule of salary payments in effect for other certified employees.

Also, beginning July 1, 2014, the Superintendent shall receive an increase in his then current total salary (base salary, plus all accrued salary raises) equal in percentage to that received by all other certified and administrative employees each and every July 1st for each and every year he is thereafter employed by the Board as Superintendent.

The Board of Education may, in its sole discretion, award other salary increases or bonuses commensurate with its evaluation of the Superintendent's performance and good fiscal practice.

Any increase in salary for the Superintendent shall not be deemed either a new contract nor an indication that the termination date of this contract, or any extension thereof, has been extended.

The Superintendent may elect to participate in and be a member of the Kentucky Teacher Retirement System, and the Board shall reimburse the Superintendent for his contribution to the Kentucky Teachers' Retirement System should Superintendent so desire.

IV. WAIVER OF THE SUPERINTENDENT'S PRESENCE

Notwithstanding KRS 160.370, the Board hereby agrees the Superintendent may be present at any and all meetings of the Board when the Superintendent's tenure, salary and/or administration of the office is under consideration unless a majority of the Board votes in open session to request the Superintendent to leave the meeting during the consideration of his tenure, salary and/or administration of office, and otherwise subject to applicable laws concerning open meetings and exceptions thereto.

V. OTHER BENEFITS

A. Health Insurance

The Superintendent shall be entitled to any and all other legally permissible benefits, including health, dental and vision insurance, applicable to both certified and twelve (12) month administrative employees, as are incident to their employment relationships with the Board. Further, upon presentation of documentation of cost, the Board shall provide up to $700.00 per month to the Superintendent to offset the premium for family coverage to include his spouse and child throughout the 2013-14 school year, or until such other coverage is procured by the Superintendent for his spouse and child, whichever first occurs, such coverage to end in any event by 6/30/14.

B. Sick Leave

The Superintendent shall be entitled to use, accumulate and be paid upon retirement any sick leave benefits allowed by state law and Board Policies.

C. Leave for Superintendent

Each school year from July 1 through June 30 will consist of 241 working days for the Superintendent. The Superintendent may observe as holidays those holidays that all other certified and administrative staff may observe. The Superintendent may take as leave, leave equal to that granted all other certified and administrative staff. The Superintendent shall be provided 10 annual leave days per fiscal year, to be used at the discretion of the Superintendent. Upon retirement, the Superintendent shall be paid for any and all unused annual leave days. KRS 161.540(1).

D. Expenses

Board shall pay or reimburse Superintendent for reasonable expenses approved by Board and incurred by Superintendent in the continuing performance of his duties under

the Employment Agreement upon proper application in accordance with Board Policies and Procedures.

Board shall provide Superintendent the lump sum of $1,000.00, payable on or before the 15t day of July, 2013, to offset moving/relocation expenses.

Board shall provide a cellular telephone and comprehensive cellular service plan approved by the Board for Superintendent's use in fulfilling his responsibilities hereunder.

E. Income Tax Obligations

Superintendent shall be fully and solely responsible for any/all income tax obligations arising from his receipt of salary and benefits hereunder.

F. Board Attorney

The Superintendent has the authority to utilize, employ and direct the services of the Board Attorney in the discharge of his duties, as herein described, except when the services of said Board Attorney would or may conflict with the legal interest of the Board. The Board retains the authority to employ and terminate the Board Attorney.

G. Formal Acceptance

The Superintendent's signature is evidence of his formal acceptance of his appointment as Superintendent and his formal acceptance of the term of office.

VI. PROFESSIONAL LIABILITY

The Board agrees that it shall defend the Superintendent from any and all demands, claims, suits, actions and legal proceedings brought against the Superintendent by any party in his individual capacity and in his official capacity as an agent and employee of the Board, provided the incident arose while the Superintendent was acting within the scope of his employment and excluding criminal litigation, and only to the extent liability coverage is available in fact. If the Board insurer(s) defend under a reservation of rights, or deny coverage, the Board shall retain all discretion in whether and to what extent to provide any defense and any payment of uncovered liability.

If in the good faith discretion of the Superintendent a legal conflict exists regarding the defense of a claim between the legal position of the Superintendent and the legal position of the Board, the Superintendent may engage separate counsel of his preference. Any separate counsel chosen by the Superintendent shall first be sought through any applicable insurance policies of the Board, and the Board shall otherwise retain all discretion as noted above.

VII. EVALUATION

The Board shall evaluate and assess in writing the performance of the Superintendent at least once each year during the term of his contract and this evaluation and assessment shall be reasonably related to his duties as Superintendent and the objectives of the Board. Each evaluation shall be conducted in accordance with applicable law, policy, and procedure.

After each evaluation has been completed and signed by the Board, the Board shall meet with the Superintendent to discuss his evaluation, at which time the Superintendent shall be given a copy of his evaluation.

The evaluation procedures used each year shall be those procedures that are adopted by the Board and which are approved by the Kentucky Department of Education and any such amended procedure are hereby adopted and incorporated by reference as though stated in full.

VIII. TERMINATION OF EMPLOYMENT CONTRACT

The employment contract of the Superintendent, including any extension thereof, may be terminated by the Board by:

1. Mutual agreement of the parties;
2. Retirement of the Superintendent;
3. Resignation of the Superintendent;
4. Discharge for legal cause under the rules, regulations, and/or laws of this Commonwealth and/or the United States of America. Any such discharge shall be given in writing and the Superintendent shall be entitled to appear before the Board to discuss such causes;
5. If the superintendent chooses to be accompanied by legal counsel at such meeting, the Superintendent shall bear any costs he incurs;
6. Thereafter, the Superintendent shall be provided a written decision describing the results of the meeting.

IX. SAVINGS CLAUSE

If, during the term of the contract, a clause or any portion of this contract is found illegal or unenforceable under federal or state law, the remaining portions of this contract shall remain in full force to the extent they are unaffected by the ruling of illegality or unenforceability.

X. MISCELLANEOUS

This written document represents the entire agreement of the parties. The parties are not relying upon any other terms or agreements whether oral or written.

This contract will be constructed under the laws of the Commonwealth of Kentucky.

This contract may not be amended except as provided for by a public vote of the Board and then documented in writing as signed by both parties.

AGREED TO:

Superintendent

Marion Sowders

Marion Sowders

Casey County Board of Education

Chair