SUPERINTENDENT'S CONTRACT
(FOUR YEAR)

EFFECTIVE JULY 1, 2013 – JUNE 30, 2017

WHEREAS, the **COVINGTON INDEPENDENT BOARD OF EDUCATION** (the "Board" or "District") is desirous of formalizing its commitment to its Superintendent, **ALVIN L. GARRISON** ("**GARRISON**" or Superintendent") for his instructional, professional development, human resource management, fiscal management and overall managerial leadership,

NOW, THEREFORE, BE IT AGREED AS FOLLOWS:

That **ALVIN L. GARRISON** hereby contracts with the **THE BOARD OF EDUCATION OF COVINGTON, KENTUCKY a/k/a COVINGTON INDEPENDENT PUBLIC SCHOOLS**, as Superintendent of Schools of the District with said term beginning on the 1st day of July, 2013, and expiring on the 30th day of June, 2017, in accordance with the Common School Laws and Rules and Regulations prescribed by the Kentucky Department of Education.

It is agreed that **GARRISON** shall receive an annual salary and fringe benefits, and 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, as provided herein:

1. **TERM OF EMPLOYMENT**: The term of this Contract shall begin on the 1st day of July, 2013 to be in effect through June 30, 2017, subject to termination as hereinafter provided and all other applicable law. **GARRISON** is hereby hired and retained for a term commencing

on July 1, 2013 to June 30, 2017 as Superintendent of the Covington Independent Public School District.

2. **DUTIES OF SUPERINTENDENT**: 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. **BASE SALARY**: The base salary for the Superintendent shall be One Hundred Twenty-Nine Thousand Dollars ($129,000.00) during the period of this Contract, with the base salary being subject to increases and adjustments set forth in this Contract. The salary shall be paid on the same dates that administrators who work twelve (12) months are paid. Beginning with the 2014-2015 school year, the Superintendent, on **July 1** of each year shall receive the same percentage increase comparable to his rank and experience on the teacher salary schedule or a 1.5 percent increase on his base salary whichever is greater.

Said step payment shall be an increase in the Superintendent's salary, and subject to the usual state, federal, and local deductions and withholdings.

A. Additionally, the District shall reimburse the superintendent for the actual cost of the employee portion of the payments made on behalf of the Superintendent to the Kentucky Teacher's Retirement for retirement benefits, including any and all increased amounts that are attributable to the increase in Superintendent's salary as set forth above.

B. Additionally, the Superintendent's salary may at the Board's discretion be further increased by the Board on a yearly basis through a merit raise, starting on July 1, 2014, at a rate and in an amount determined by the Board, based upon the

Superintendent's yearly performance review and the District's financial resources. The Superintendent's yearly performance review shall be completed by the Board and communicated to the Superintendent by the last day in January of each year. In any event, the Superintendent's current salary may not be decreased.

4. **CERTIFICATIONS**: The Superintendent shall possess all requisite certifications necessary to hold the office of Superintendent, and he shall hold such certificate throughout the term of his employment, and shall complete any and all training and continuing education required by law.

5. **OUTSIDE ACTIVITIES**: Superintendent shall devote his time, attention, and energy to the business of the Covington Independent Public School District.

The Superintendent and the Board recognize the advisability and on occasions the necessity of the Superintendent to attend seminars, course, speaking engagements, or programs conducted or sponsored at the local, state and national levels. It is understood and agreed that the District shall permit a reasonable amount of time for the Superintendent to attend such functions, and for the Board to pay for the necessary fees, travel, meals, and all other ordinary and necessary subsistence expenses. This provision is limited to functions that benefit or are directly related to the business of the Covington Independent Public School District. Time spent by the Superintendent in participating or attending such functions shall not be taken as personal or vacation leave.

If the Superintendent elects to attend any function, meeting, or seminar or program for which he is compensated by a third party as a lecturer, consultant, or attendance, then the time involved with such function shall be taken as personal or vacation leave, and the Board shall not pay for the Superintendent's expenses involved in such function.

6. **PROFESSIONAL MEMBERSHIPS**: The Superintendent may join the following professional organizations: AASA, KASA, NKASA, NABSE, and KASS. The Superintendent may also join (2) civic organizations related to his position as Superintendent and which are of value to the school district, the annual membership dues for which shall be paid by the Board as regular operating expenses of the Board. Payment of membership dues shall not be considered income to the Superintendent, as these are regular and ordinary business expenses of the School District.

In addition, the Superintendent, at Board expense, may attend such professional conferences as are consistent with his position as Superintendent, and which Superintendents of other school systems are likely to attend, including, but not limited to those sponsored by KSBA, NSBA, NABSE, AASA, KASA, and KASS without having to expend personal or vacation leave.

7. **WORKING CALENDAR AND BENEFITS**: It is understood and agreed that the Superintendent is a twelve month, 240 day contract employee with the School District, and shall work the days required in the appropriate Board-adopted calendar.

A. **Vacation**: The Superintendent shall be entitled to twenty (20) days of paid vacation each contract year. The Superintendent may carry up to ten (10) days of vacation leave to the contract year after which it is accrued, and the Superintendent may not accumulate more than thirty (30) days of vacation leave at any time. In the event that the Superintendent, at any given time, desires to take more than fourteen (14) consecutive vacation days for personal use, he shall first seek Board approval, and the request may be denied if the Board determines that his extended absence would materially disrupt District operations. This does not prohibit the Superintendent from using accrued

vacation days for medical reasons, as provided by the District's certified employee sick leave policy, and/or if he qualifies under the Family Medical Leave Act, per the District's certified employee family and medical leave policy.

The Superintendent's vacation schedule shall be subject to review by the Board upon request by the Board. Any unused vacation remaining at the time of **GARRISON'S** separation of employment from the School District shall be purchased by the Board at **GARRISON'S** then current salary. Alternatively, **GARRISON** may, at his option, in any contract year, work the vacation days. In the event that he works the vacation days, he shall be paid for those days worked by June 30th of that contract year, and the pay shall be at his then current salary, subject to all usual and normal withholding and KTRS reimbursements, and those vacation days that he has been paid for shall be forfeited, and not accrue to the following year.

B. **Professional Leave**: The Superintendent shall be entitled to professional leave during the summer months on a case-by-case basis with prior Board approval. Seminars and conferences hosted by organizations that the Superintendent has membership in per Paragraph 6 of this contract do not need Board approval due to being covered in this contract. The Superintendent however, shall inform the Board of such seminars and conferences as part of his regular reports to the Board.

C. **Sick Leave:** 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 Superintendent of a school district in Kentucky. If **GARRISON** retires or resigns while employed by the District, the District shall purchase unused sick days in the same manner

as all other certified employees under the Board's policy, which is in effect at the time of his retirement.

D. Emergency Leave: The Superintendent shall be entitled to three (3) "emergency" days per year as provided in KRS 161.152. Personal and Annual leave days other than emergency days shall be provided to the Superintendent as to other certified personnel.

8. **INSURANCE:** During the term of this Contract, the Board agrees to provide group term life insurance in the face amount of not less than 100 % of the current base salary of the Superintendent or the face amount provided by the District as an employee benefit to administrators of the District, whichever is greater, and family health and dental insurance for **GARRISON** and his family at District expense from a group plan available through the District for the other school administrators, with the specific plan to be selected by **GARRISON**. Any additional insurance coverage or benefits provided to teachers shall be provided to the Superintendent, regardless whether specified in this Contract or not. The Board's payment of group term life insurance, as well as health, dental, and other such medical insurance are normal, ordinary business expenses of the District and shall not be considered as income to **GARRISON.**

9. **PROFESSIONAL MEETINGS AND TRAVEL EXPENSES**. The Board shall reimburse the Superintendent for all travel expenses, lodging, and subsistence expenses in keeping with Board policy as applied to all other school employees.

10. **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 tests, 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.

11. **OTHER FRINGE BENEFITS**: In recognition of the fact that the Superintendent's duties will often require him to use in his personal vehicle, the Board shall pay to the Superintendent a vehicle allowance in the amount of $750.00 per month, as a vehicle allowance for mileage in the district. The Superintendent shall not claim mileage in addition to the monthly vehicle allowance.

Also, due to the uniqueness of the job, and the understanding that at times the Superintendent's duties will require him to work both in and out of his office, or outside of the normal daytime business hours, the District shall at its expense, and consistent with the District's Use of School Property policy (policy no. 3.1321), the District shall furnish the Superintendent with the following district owned equipment for his business use: cellular phone/data plan, home use computer, such as a laptop computer and/or tablet, complete with incidentals including a printer. The Superintendent, for business use, shall only use Board approved, District-issued, hardware, software, equipment, or accessories. All such hardware, software, equipment, or accessories are, and at all times shall remain the property of the Covington Independent Public School District, and upon separation of employment from the District, the Superintendent shall immediately return any and all hardware, software, equipment, or accessories.

These are intended to be non-taxable fringe benefits. In the event that any intended nontaxable fringe benefit provided to the Superintendent under this Contract shall become taxable to him, then the Board shall pay additional compensation to the Superintendent at a rate that will maintain the Superintendent's level of contracted compensation.

12. **RESIDENCY**: Per the requirements of 160.350, the Superintendent shall establish and maintain residency in Kentucky. Recognizing that the provisions of KRS 160.350 govern residency, it is the Board's stated preference that its Superintendent establish residency within the jurisdiction of the District, and that the Superintendent make best efforts to so establish residency within the jurisdiction of the Covington Independent Public School District.

Furthermore, the District shall make a one-time reimbursement of moving expenses, at a mutually agreeable amount, to reimburse **GARRISON** for his moving expenses attendant to re-establishing residency for himself and his family in order for him to assume the duties of Superintendent of Schools for the Covington Independent Public School District. This is an intended regular and ordinary business expense of the District; and is not intended to be a taxable benefit to the Superintendent. In the event that the reimbursement of moving expenses becomes taxable to him, then the Board shall pay additional compensation to the Superintendent that will maintain the Superintendent's level of contracted compensation.

13. **ERRORS AND OMISSIONS INSURANCE**: The Superintendent shall have the same errors and omissions insurance coverage as that provided to the Board and its members.

14. **WORKERS COMPENSATION AND UNEMPLOYMENT INSURANCE.** The Superintendent shall have the same level of coverage and benefits as granted to other certified employees in the District.

15. **CONTRACT TERMINATION/ REMOVAL.** This Contract may be terminated by expiration of its terms; or if the Superintendent is removed for cause as provided by law; or by mutual written agreement of these two parties. If this Contract is terminated due to the Superintendent's removal for cause, or by mutual written agreement, then all rights and obligations under this Agreement shall be terminated and forfeited immediately, and this

Agreement shall be null and void, unless the parties mutually agree otherwise by a separate written document.

16. **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 no later than January 31, of the first year in which the board is allowed to issue a new contract. (KRS 160.350). If the Superintendent is notified that 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 same year.

The Superintendent agrees that in the event that he terminates this Contract prior to the end of the Contract term, he will provide a minimum of thirty (30) days notice of his intention to so terminate the Contract to the Board, and will, upon request, assist the Board with the selection of a new superintendent, and transition to the new administration.

17. **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 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 or official capacity, occasioned by the performance of his 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 from insurance carriers for the Board and/or all other School District employees. To the extent that any of the Superintendent's legal fees and/or costs are covered by any of the Superintendent associations

mentioned in paragraph 6, he shall seek either direct payment of his legal costs or expenditures, or reimburse the District or its insurer for any such costs or expenditures covered by these associations.

18. **APPLICATION OF BOARD POLICIES** The Superintendent is generally subject to all policies and procedures of the Covington Independent Public School District in the same manner and to the same extent as any other certified employee. In the event that there is a conflict between any policy and the terms of this Agreement, the terms of this Agreement shall govern. All benefits of the Superintendent which are specifically spelled out in this Contract including, but not limited to reimbursements 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.

19. **ENFORCEABILITY**. The terms and provisions of this Agreement are severable. In the event that any provision is declared illegal by a court of competent jurisdiction, all other remaining terms and provisions shall remain in full force and effect. The terms of this Agreement shall at all times be construed in accordance with Kentucky law, and jurisdiction to enforce this Agreement shall lie exclusively with the Kenton Circuit Court.

20. **EFFECTIVE DATE OF CONTRACT**. This Contract shall become effective on July 1, 2013.

IN WITNESS WHEREOF, the parties execute this Contract in conformity with a resolution of the Board passed on or before May 13, 2013 authorizing the Chairperson of the Board to so effectuate and execute this Contract on behalf of the Board.

Alvin L. Garrison

The foregoing was signed and acknowledged by ALVIN L. GARRISON, before me, a Notary Public, this 9th day of May, 2013.

Sheila A. Musick #477824
NOTARY PUBLIC
KENTUCKY STATE-AT-LARGE
My Comm. Expires: 11-24-16

BOARD OF EDUCATION OF COVINGTON, KENTUCKY a/k/a COVINGTON INDEPENDENT SCHOOLS

JERRY AVERY - CHAIRPERSON	5-11-13 DATE
GLENDA HUFF	5/11/13 DATE
JULIE GEISEN SCHEPER	5/11/13 DATE
JOYCE BAKER	5/11/13 DATE
KERRY HOLLERAN	5/11/13 DATE

Being all the members of the Covington Board of Education

COMMONWEALTH OF KENTUCKY)
) SS.
COUNTY OF Kenton)

The foregoing was signed and acknowledged by Jerry Avery – CHAIRPERSON, on behalf of the **BOARD OF EDUCATION OF COVINGTON, KENTUCKY a/k/a COVINGTON INDEPENDENT SCHOOLS**, before me, a Notary Public, this 11 day of May, 2013.

Jeanine M. Meehan
NOTARY PUBLIC
KENTUCKY STATE-AT-LARGE
My Comm. Expires: 11-13-2014
id# 430097

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