

**FLOYD COUNTY BOARD OF EDUCATION  
PRESTONSBURG, KENTUCKY**

**CONTRACT EMPLOYING SUPERINTENDENT**

This Agreement, made and entered into, effective July 1<sup>st</sup>, 2012, by and between THE BOARD OF EDUCATION OF FLOYD COUNTY, KENTUCKY (hereinafter referred to as the "BOARD"), and HENRY WEBB (hereinafter referred to as the "SUPERINTENDENT"), and authorized by action at the lawful meeting of the Board held on the 11<sup>th</sup> day of June, 2012.

The Board and Superintendent, for the consideration hereinafter specified, agree as follows:

- I. TERM OF EMPLOYMENT: Superintendent is hereby employed for a term commencing on the 1<sup>st</sup> day of July, 2012 and ending on June 30, 2016 as Superintendent of the Floyd County Schools. No later than June 30<sup>th</sup> of each year, beginning with the year 2013, the Board may extend the term of this contract for one (1) additional year as provided by KRS 160.350(4).
- II. DUTIES: The duties and responsibilities of the Superintendent shall be all of those duties incident to the Office of Superintendent imposed by the laws and regulations of the Commonwealth of Kentucky and in keeping with the policies of the Board, and such other duties and responsibilities as may be assigned to the Superintendent from time to time by the Board.
- III. OUTSIDE ACTIVITIES: Superintendent shall devote his time, attention and energy to the business of the Floyd County Schools.

The Superintendent and Board recognize the advisability and on occasion the necessity of the Superintendent to attend seminars, courses or programs conducted or sponsored at the local, state or national levels. The Board shall permit a reasonable amount of time for the Superintendent to attend such meetings and agree to pay the necessary fees, travel and subsistence expenses as it may approve or as may be provided for in local Board policy. The attendance herein provided for shall include seminars, courses or other programs that will, in the sole discretion of the Superintendent, benefit the Floyd County School System.

Should the Superintendent attend any function, meeting, seminar or program where his attendance is paid for by a third party or for which he is compensated as a lecturer or consultant, the time spent away from the school system while attending such function shall not be considered as part of his 240 required working days and the Board shall not be required to pay the Superintendent's expenses incurred as result of such attendance.

IV. COMPENSATION: The salary of the Superintendent shall be one hundred twenty-five thousand dollars (\$125,000.00) for school year 2012-2013 and shall increase by five thousand dollars (\$5,000.00) each year of the remaining three years of this agreement. The salary shall be paid in bi-monthly installments on the same dates that administrators who work twelve (12) months are paid. In the event all other certified employees of the Board, as a group, are granted an annual increase or increases in salary during the term of this agreement, the Superintendent shall also receive an increase in his annual salary equal in percentage to that given by the Board to all of its other certified employees. The Superintendent shall not seek additional increases in salary, other than as noted above, during the duration of this agreement or any extension thereof as provided by KRS 160.350(4).

V. EXCLUSIVITY: During the period of this agreement or any extension thereof provided by KRS 160.350(4) the Superintendent shall neither seek nor accept employment with any other school district. Should the Board, in any year of this agreement, fail or refuse to extend the term of this agreement as provided in KRS 160.350(4), this restriction shall become immediately null, void and of no effect.

Notwithstanding annual contract extension as provided by KRS 160.350(4), this restriction shall not extend beyond June 30, 2020.

VI. EVALUATION: The Board shall, on an annual basis, conduct an evaluation of the Superintendent and devote a portion of least one meeting annually to an evaluation of the Superintendent's performance and to a discussion of the working relationship between the Superintendent and the Board. This discussion shall take place in executive session at the Board meeting.

VII. WORKING DAYS AND BENEFITS:

- a. Working Days. It is understood and agreed that each school year during the term of this Agreement shall begin on July 1<sup>st</sup> and extend through June 30<sup>th</sup> and shall consist of 240 working days.
- b. Non-Contract Days. The Superintendent's vacation shall be taken during non-contract days and such days not taken during the school year shall not accumulate and will not be carried forward beyond the last day of the school year.
- c. Leaves. The Superintendent shall accrue all leave days as authorized by Board policy for certified employees.
- d. Health Insurance. The Board shall pay the premiums for family plan health insurance for the Superintendent, his spouse and children.

- e. Expenses. The Board shall pay or reimburse the Superintendent for reasonable expenses approved by the Board and incurred in the continuing performance by the Superintendent of his duties under this Agreement.
- f. Professional and Civic Dues. The Board recognizes the mutual benefits derived by reason of the Superintendent's membership in certain professional and civic organizations. The Board agrees to pay dues for the Superintendent for membership in the American Association of School Administrators, the Kentucky Association of School Superintendents, the Kentucky Association of School Administrators, the Kentucky Education Association, and one civic club of the Superintendent's choice.
- g. Automobile. The Superintendent shall be provided with a four-wheel drive capable vehicle for his exclusive use. Hours of use for the purposes of this agreement shall be deemed to be any part of any day worked by the Superintendent to include days related to travel.
- h. Retirement benefits. The Superintendent shall have the same retirement benefits as provided to certified employees under the Kentucky Teachers Retirement System and as contained in Board policy. The Board shall pay the Superintendent ten thousand dollars (\$10,000) per contract year during the term of this contract or any extension thereof as a partial reimbursement of his personal contribution to the Kentucky Teacher Retirement System. This partial reimbursement shall be made in one lump sum payment on the first pay period after July 1<sup>st</sup>, of each year beginning July 1<sup>st</sup>, 2012.
- i. Computer Equipment and Cellular Telephone. The Board shall reimburse the Superintendent the reasonable cost of computer equipment, cellular telephone or Blackberry, internet services and other necessary communication services which will permit the Superintendent to perform the duties of his office while at home or traveling.
- j. Term Life Insurance. The Board shall pay the premiums for a term life insurance policy for the Superintendent in the amount of \$500,000.00, the policy to be owned by the Superintendent who shall have the right to designate such beneficiary or beneficiaries as he may choose.
- k. Doctoral Program. The Board shall pay to the Superintendent the sum of twenty thousand four hundred dollars (\$20,400) toward tuition and expenses incurred and to be incurred in obtaining his Education Doctorate Degree. Payment shall be made in two (2) installments as follows:

(1) Thirteen thousand six hundred dollars (\$13,600) payable on the first pay day after July 1<sup>st</sup>, 2012. This payment shall represent a partial reimbursement in the amount of six thousand eight hundred dollars (\$6,800) for the 2010/2011 school year and a payment of six thousand eight hundred

dollars (\$6,800) toward tuition and expenses to be incurred by him during the 2011/2012 school year;

(2) Six thousand eight hundred dollars (\$6,800) payable on the first pay day after July 1<sup>st</sup>, 2013 toward tuition and expenses to be incurred during the 2012/2013 school year.

The Board shall consider upon prior request by the Superintendent, that time required to be spent on international travel in order to obtain his doctorate degree shall be counted as "working days" within the meaning of article V section (a) above.

VI BOARD POLICY: The Superintendent's duties and obligations are governed by Board policy unless otherwise specifically modified herein. All employment benefits provided to the Superintendent are as specifically enumerated in this Agreement and shall supersede any general policy applicable to other employees of the Board.

VII TERMINATION OF EMPLOYMENT AGREEMENT: This Agreement may be terminated as specified in the Board's policy and shall also be subject to termination as follows:

- a. By expiration of the term of this Agreement;
- b. Mutual agreement of the parties in writing; or
- c. Discharge for cause.

VIII NOTICE:

Any notice or communication permitted or required under the terms of this Agreement shall be in writing and shall become effective on the day of mailing thereof by registered or certified mail, postage prepaid and addressed:

If to the Board, addressed to:

Chairman, Board of Education  
Floyd County Schools  
106 North Front Avenue  
Prestonsburg, Kentucky 41653

or current address of the Board of Education.

If to Superintendent, addressed to:

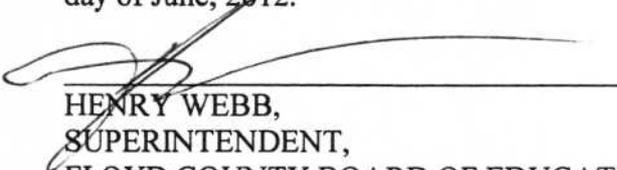
Mr. Henry L. Webb  
801 Crestwood Drive  
Prestonsburg, Ky 41653

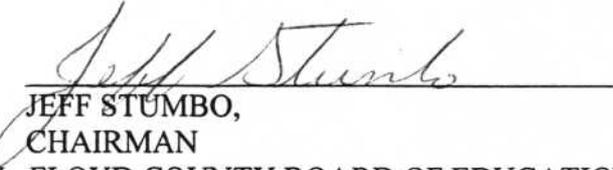
IX TERMINATION OF PRIOR CONTRACT. On July 1<sup>st</sup>, 2012, this contract shall supersede and replace the prior employment contract between the parties which shall automatically terminate on the effective date of this Agreement.

X SAVINGS CLAUSE. If, during the term of this Agreement, it is found that a specific clause hereof is illegal or otherwise unenforceable, the remainder of the Agreement not affected thereby shall remain in full force and effect.

XI MISCELLANEOUS. This Agreement, which shall be executed in duplicate originals, contains all of the terms agreed upon by the parties with respect to the subject matter hereof and supersedes all prior agreements, arrangements, understandings and communications between the parties concerning the subject matter hereof, whether oral or written and shall be construed in accordance with the laws of the Commonwealth of Kentucky.

IN WITNESS WHEREOF, the Board and Superintendent have caused this Agreement to be executed in their respective names and in the case of the Board, by its chairman, this \_\_\_\_<sup>th</sup> day of June, 2012.

  
HENRY WEBB,  
SUPERINTENDENT,  
FLOYD COUNTY BOARD OF EDUCATION

  
JEFF STUMBO,  
CHAIRMAN  
FLOYD COUNTY BOARD OF EDUCATION

COMMONWEALTH OF KENTUCKY

COUNTY OF FLOYD, SCT.

The foregoing Instrument was duly acknowledged before me by Henry L. Webb, Superintendent, this 11<sup>th</sup> day of June, 2012.

My Commission expires: Dec. 8, 2015.

  
Notary Public

COMMONWEALTH OF KENTUCKY

COUNTY OF FLOYD, SCT.

The foregoing Instrument was duly acknowledged before me by Jeff Stumbo, Chairman,  
Floyd County Board of Education, this 11<sup>th</sup> day of June, 2012.

My Commission expires: Dec. 8, 2015.

Angela Jean Bentley  
Notary Public

**RECORD OF BOARD PROCEEDINGS**

(Minutes)

Prestonsburg, Kentucky, JUNE 11 20 12

The Floyd County Board of Education met at MAY VALLEY ELEMENTARY SCHOOL at 6:00 o'clock

P. M., on the 11th day of JUNE, 20 12, with the following members present:

- (1) Jeff Stumbo - Chair
- (2) Linda Gearheart-Vice-Chair
- (3) Dr. Chandra Varia
- (4) Sherry Robinson
- (5) \_\_\_\_\_

**SPECIAL CALLED MEETING**

**FLOYD COUNTY BOARD OF EDUCATION  
 MONDAY, JUNE 11, 2012 – 6:00 P.M.  
 MAY VALLEY ELEMENTARY SCHOOL  
 MARTIN, KENTUCKY**

**A G E N D A**

- 1. CALL TO ORDER – ROLL CALL – Board Chair**
- 2. DISCUSS SUPERINTENDENT’S EVALUATION.**
- 3. EXECUTIVE SESSION TO DISCUSS SUPERINTENDENT’S CONTRACT.**
- 4. ADJOURNMENT.**

**Henry Webb, Superintendent  
 Floyd County Schools**

The meeting was called to order at 6:00 PM by Mr. Jeff Stumbo. Let the record show that the following board members were present at this meeting: Mr. Jeff Stumbo, Dr. Chandra Varia, Ms. Sherry Robinson, and Ms. Linda Gearheart. Ms. Rhonda Meade was not at this meeting. Also present was Mr. Henry Webb, Superintendent and Mr. Mike Schmitt, Board Attorney.

Mr. Webb discussed the Annual Report (See Attachment).

ORDER NO. 17438

Executive Session (Item 3)

Mr. Stumbo made the motion and Ms. Robinson seconded the motion to go into Executive Session pursuant to 61.810 for the purpose to discuss the Superintendents Contract.

The motion was approved by all board members present. The motion carried. The time being 6:55 PM.

ORDER NO. 17439

Executive Session (Item 3)

Ms. Robinson made the motion and Dr. Varia seconded the motion to come out of Executive Session.

The motion was approved by all board members present. The motion carried. The time being 7:18 PM.

ORDER NO. 17440

Superintendent's Contract

Mr. Stumbo made the motion and Ms. Robinson seconded the motion that as a result of the executive session, that the board approve the superintendent's contract for the period running July 1, 2012 to June 30, 2016.

The motion was approved by all board members present. The motion carried.

RECORD OF BOARD PROCEEDINGS

(Minutes)

Prestonsburg, Kentucky, \_\_\_\_\_ 20 \_\_\_\_\_

The Floyd County Board of Education met at \_\_\_\_\_ at \_\_\_\_\_ o'clock

\_\_\_\_\_ M., on the \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_, with the following members present:

(1) \_\_\_\_\_ (2) \_\_\_\_\_ (3) \_\_\_\_\_

(4) \_\_\_\_\_ (5) \_\_\_\_\_

ORDER NO. 17441

Adjournment (Item 4)

Ms. Robinson made the motion and Ms. Robinson seconded the motion to adjourn the meeting.

The motion was approved by all board members present. The motion carried. The time being 7:20 PM.

  
\_\_\_\_\_  
CHAIR

  
\_\_\_\_\_  
SECRETARY