

**BOARD OF EDUCATION OF FRANKFORT, KENTUCKY
CONTRACT EMPLOYING SUPERINTENDENT**

This CONTRACTUAL AGREEMENT is made and entered into this 29th day of July, 2015, by and between the BOARD OF EDUCATION OF FRANKFORT, KENTUCKY, (hereinafter the "BOARD"), and _____Dr. Houston Barber_____, (hereinafter "SUPERINTENDENT"), and authorized by action at a lawful meeting of the BOARD held on the 29th day of July, 2015.

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 July 30, 2015 through June 30, 2019, as Superintendent of Schools for the Frankfort Independent Schools, Frankfort, 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 his time, attention, and energy to the business of the school district. It is expressly understood by the SUPERINTENDENT that he will not be permitted to undertake any type of outside employment without the explicit written approval of the BOARD.

The SUPERINTENDENT and BOARD recognize the advisability and on occasion the necessity of SUPERINTENDENT to attend seminars, courses, or programs conducted or sponsored at the local, state, or national level. 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 Frankfort Independent Schools. Any and all out of state travel must be pre-approved by the BOARD and 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 annualized 240 required working days and the BOARD shall not pay the SUPERINTENDENT'S expenses involved with such functions.

4. COMPENSATION

The salary shall be One Hundred Five Thousand Dollars (\$105,000.00) per school year. The salary shall be paid in bi-monthly installments on the same dates 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 the AGREEMENT shall be in the form of an 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. RELOCATION

The SUPERINTENDENT hereby expressly agrees that he will relocate in order that his place of primary home residency shall be located within Franklin County, Kentucky. This relocation will take place within one calendar year of his signature date on this contract.

6. 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 240 working days. (With SUPERINTENDENT'S hire date of July 30, 2015, for the 2015/2016 school year only, SUPERINTENDENT's working days will be 219 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. Leave: 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 all sick leave accumulated as an employee of the Board.
- c. Expenses: The BOARD shall pay and 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.
- d. 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 the Kentucky Association of School Superintendents (KASS) and the Kentucky Association of School Administrators (KASA).
- e. Automobile Expenses: The SUPERINTENDENT shall be reimbursed for mileage per Board Policy.
- f. Retirement Benefits: The SUPERINTENDENT shall have the same retirement benefits as provided certified employees under the Kentucky Teachers' Retirement System and in Board Policy.

7. TERMINATION OF EMPLOYMENT AGREEMENT

This AGREEMENT may be terminated as per the Board's Policy and shall also include the following:

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

8. BOARD POLICY

The SUPERINTENDENT'S duties and obligations are governed by Board Policy, unless otherwise specifically modified hereinabove.

All benefits of the SUPERINTENDENT are specifically spelled out in this AGREEMENT and override any general policy which might be in existence for other employees.

9. 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.

10. MISCELLANEOUS

This AGREEMENT has been executed to be fully performed in Kentucky, and shall be governed in accordance with the law 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 heading 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.

IN TESTIMONY 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 Chairperson, on the day and year first above written.

BOARD OF EDUCATION OF FRANKFORT, KENTUCKY

BY: Paul C. Looney
PAUL LOONEY
CHAIRPERSON

ATTEST:

Rebecca Rudd Barnes
REBECCA BARNES
VICE CHAIRPERSON

Houston Bal
(Add Name)
SUPERINTENDENT

COMMONWEALTH OF KENTUCKY)
COUNTY OF FRANKLIN)

Acknowledged before me by Paul Looney, Chairperson, Board of Education of Frankfort, Kentucky, and Rebecca Barnes, Vice Chairperson, Board of Education, Frankfort, Kentucky, on this 29th day of July, 2015.

Daniel J. [Signature]
NOTARY PUBLIC

My Commission Expires: 6/12/19



COMMONWEALTH OF KENTUCKY)

COUNTY OF FRANKLIN)

Acknowledged before me by Dr. Houston Barber, Superintendent, on this 29th day of July, 2015.



NOTARY PUBLIC

My Commission Expires: 6/12/19

