

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

This CONTRACTUAL AGREEMENT is made and entered into this 12<sup>th</sup> day of March, 2012, by and between the BOARD OF EDUCATION OF FRANKFORT, KENTUCKY, (hereinafter the "BOARD"), and RICHARD R. CROWE, (hereinafter "SUPERINTENDENT"), and authorized by action at a lawful meeting of the BOARD held on the 23<sup>rd</sup> day of February, 2012

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 1, 2012 through June 30, 2016, 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.

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. 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 Ninety Seven Thousand Four Hundred and Seventy Three Dollars (\$97,473) per school year. The salary shall be paid in bi-monthly instalments 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 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. 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. Health Insurance: Health Insurance shall be provided for the SUPERINTENDENT through the State Plan and paid for by the BOARD in an amount not to exceed that of single plan coverage or family plan cross-reference coverage, whichever is applicable and according to the health insurance election of the SUPERINTENDENT.

- d. 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
- 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 the Kentucky Association of School Superintendents (KASS), and the Kentucky Association of School Administrators (KASA)
- f. Automobile Expenses: The SUPERINTENDENT shall be reimbursed for 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 in Board Policy.

## 6 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.

## 7 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.

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 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 LOONEY  
CHAIRPERSON

ATTEST:

Shaun D. Murphy  
SHAUN MURPHY  
VICE CHAIRPERSON

Richard R. Crowe  
RICHARD R. CROWE  
SUPERINTENDENT

COMMONWEALTH OF KENTUCKY )  
COUNTY OF FRANKLIN )

Acknowledged before me by Paul Looney, Chairperson, Board of Education of Frankfort, Kentucky, and Shaun Murphy, Vice Chairperson, Board of Education, Frankfort, Kentucky, on this 12<sup>th</sup> day of March, 2012.

Wesley M. Johnson  
NOTARY PUBLIC Ky STATE # 20062

My Commission Expires: 10-26-15

COMMONWEALTH OF KENTUCKY )  
COUNTY OF FRANKLIN )

Acknowledged before me by Richard R. Crowe, Superintendent, on this 12<sup>th</sup> day of March, 2012.

Wesley M. Johnson  
NOTARY PUBLIC Ky STATE # 20062

My Commission Expires: 10-26-15

**RE: E-Mail Confirmation Needed**

Looney, Paul (KYTC) [Paul.Looney@ky.gov]

Sent: Monday, July 15, 2013 3:06 PM

To: Smith, Paula - FIS

Cc: Murphy, Shaun - Division of Consolidated Plans and Audits

Paula, my fellow board members confirmed that the motion that was made and approved on 7/11/13 only modified the compensation portion of Rich's salary from \$98,310 to \$102,500. We had previously already included as an additional part of his contract that the district would reimburse him for his insurance. So, that will remain unchanged. His total compensation for 2013/14 should be \$102,500 in salary plus reimbursement for the cost of any single plan or family cross-reference health insurance coverage

**From:** Smith, Paula - FIS [mailto:paula.smith@frankfort.kyschools.us]

**Sent:** Monday, July 15, 2013 2:45 PM

**To:** Looney, Paul (KYTC)

**Cc:** Murphy, Shaun - Division of Consolidated Plans and Audits

**Subject:** E-Mail Confirmation Needed

Paul -

Sorry to be a pain about this but I need an actual e-mail confirming that Mr. Crowe's salary for the 2013/2014 school year will be a total of \$102,500 plus reimbursement for the cost of any single plan or family plan cross-reference health insurance coverage. Our auditor will request to see this. Thanks!

-Paula C. Smith  
Human Resource Officer  
Health Insurance Coordinator  
Frankfort Independent Schools  
[paula.smith@frankfort.kyschools.us](mailto:paula.smith@frankfort.kyschools.us)

Base — 58,702 (Rate 1, 31 yrs. exp)  
 Days — 17,451.95 (55 extra duty days)  
 Stipend — 26,346.05 } 27,183.65  
 Insurance — 837.60 }  


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 103,337.60 — total  
 2013/2014  
 salary

## Hartley, Tena - Finance

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**From:** Looney, Paul (KYTC) [Paul.Looney@ky.gov]  
**Sent:** Tuesday, August 26, 2014 7:37 AM  
**To:** Hartley, Tena - Finance  
**Subject:** Rich's Contract

Tena,

The board decided to leave Rich's contract at the current amount that we revised it to last year (\$103k and change). Thanks.

Paul C. Looney, P.E.

State Highway Engineer's Office

w: (502)564-3730

m: (502)545-0350

"By failing to prepare, you are preparing to fail."

- Benjamin Franklin