GRANT COUNTY SCHOOLS
Grant County , Kentucky
CONTRACT EMPLOYING SUPERINTENDENT

This CONTRACTUAL AGREEMENT, made and entered into this 20th day of April, 2011, by and between the BOARD OF EDUCATION OF GRANT COUNTY, KENTUCKY (hereinafter the "BOARD"), and RONALD G. LIVINGOOD (hereinafter "SUPERINTENDENT"), and authorized by action at a lawful meeting of the BOARD held on the April 20, 2011.

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 on, July 1, 2011 through June 30, 2015, as Superintendent of Schools for the Grant County School District.

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 himself exclusively to his duties.

The SUPERINTENDENT and BOARD recognize the advisability, and on occasions the necessity, of the SUPERINTENDENT to attend seminars, courses, or programs conducted or sponsored at the local, state, or national levels. 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 stipulated in the annual budget, 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 Grant County 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 SUPERINTENDENT's required working days and the BOARD shall not pay the SUPERINTENDENT's expenses involved with such functions.

4. COMPENSATION

The salary shall be $116,197.00 per school year. The salary shall be paid in bi-monthly installments on the same dates as 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 this 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.

b. The Superintendent shall be entitled to all benefits applicable to twelve month certified employees.

c. Leaves. 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 to the district all sick leave accumulated in Kentucky as of June 30, 2011.

d. Expenses. The BOARD shall pay or 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 and Civic Dues. The BOARD recognizes the mutual benefits derived by the SUPERINTENDENT and the BOARD of the SUPERINTENDENT's membership in certain professional and civic organizations. The BOARD agrees to pay dues for the Kentucky Association of School Superintendents (KASS), the Kentucky Association of School Administrators (KASA), and one civic club of the SUPERINTENDENT'S choice.

f. Retirement Benefits. The SUPERINTENDENT shall have the same retirement benefits as provided certified employees under the Kentucky Teachers Retirement System and as in Board policy.

g. SUPERINTENDENT shall maintain his residence within Grant County Kentucky.

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 in Kentucky, and shall be governed in accordance with the laws 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 headings 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 THEREOF, 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 GRANT COUNTY, KENTUCKY

BY: _____
RICHARD BREDENBERG, CHAIRPERSON

_____
RONALD G. LIVINGOOD, SUPERINTENDENT

COMMONWEALTH OF KENTUCKY :

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COUNTY OF Grant :

Subscribed and sworn to before me by RICHARD BREDENBERG, Chairman, County Board of Education, and RONALD G. LIVINGOOD, Superintendent, this 20th day of ~~May,~~ April 2011.

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NOTARY PUBLIC

My commission expires: June 17, 2012

AMENDMENT TO SUPERINTENDENT'S CONTRACT BETWEEN RONALD G. LIVINGOOD AND THE GRANT COUNTY BOARD OF EDUCATION

WHEREAS, the Grant County Board of Education entered into a Contract with Ronald G. Livingood on the 20th day of April, 2011; and

WHEREAS, paragraph three of that Contract provided for professional development opportunities of the Superintendent; and

WHEREAS, the Parties wish to amend Paragraph 3 to provide for the Superintendent's participation in the NKU Doctoral Program;

NOW, THEREFORE, the above-described Contract is amended to reflect that, as of the 14th day of February, 2013, the Grant County Board of Education shall pay the costs of tuition, but no other expenses, associated with Superintendent Livingood's enrollment in the Doctoral Program commencing in the Spring of 2013, offered by Northern Kentucky University, to obtain a Doctor of Education in Educational Leadership. Should Superintendent Livingood fail to complete the program, or leave the district voluntarily, prior to June 30, 2015, he shall reimburse the Grant County Board of Education for all costs incurred in connection with this program. Should Superintendent Livingood leave the district voluntarily sooner than June 30, 2016, he shall reimburse the Grant County Board of Education for fifty (50%) percent of all costs incurred in connection with this program. The Board reserves the right to allow the Superintendent to be released from this reimbursement obligation for reasons they deem appropriate. It is expressly understood that days away from the District, in order to complete the work in the Doctoral program will be considered non-contract days and, thus, non-paid (unless the use of personal, annual, or non-contract days are available). The payment for this doctoral program by the Board is in lieu of the payment of all other professional development expenses of the Superintendent during the term of his contract. Should the Superintendent desire the board to pay for additional professional development, such approval must be evidenced by a specific Board motion. Should the Board request, the Superintendent agrees to extend his contract for up to two additional years, through June 30, 2017 in return for this payment.

IN WITNESS WHEREOF, the parties have hereunto set their hands, pursuant to a duly authorized Resolution of the Grant County Board of Education, this 14th day of February, 2013.

GRANT COUNTY BOARD OF EDUCATION

James W Colson

By and Through JAMES COLSON, BOARD CHAIRPERSON

Ronald G. Livingood

RONALD G. LIVINGOOD, SUPERINTENDENT

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