Henry County Public Schools
New Castle, KY 40050
Contract Employing Superintendent

This CONTRACTUAL AGREEMENT, made and entered into this 20th day of June 2013 , by and between the BOARD OF EDUCATION OF HENRY COUNTY {hereinafter "BOARD "), and Tim Abrams {hereinafter "SUPERINTENDENT") , and authorized by action at a lawful meeting of the BOARD held on the 20th day of June 2013.

WITNESETH:

NOW, THEREFORE, the BOARD and the SUPERINTENDENT, for the consideration herein specified, agree as follows:

IT IS AGREED:

1. **TERM OF EMPLOYMENT**

The SUPERINTENDENT is hereby hired and retained for a term commencing on July 1, 2013 , to June 30, 2017, as Superintendent for the Henry County Public Schools, New Castle, Kentucky.

2 . **CERTIFICATE**

The SUPERINTENDENT shall furnish to the BOARD prior to the commencement of this AGREEMENT, a valid and appropriate certificate to act as Superintendent in accordance with the laws of the Commonwealth of Kentucky and as directed by the BOARD, and comply with KRS 160.350.

3. **DUTIES**

The SUPERINTENDENT shall have charge of the administration of the schools under the direction of the BOARD. The SUPERINTENDENT shall be chief executive officer of the BOARD; shall be responsible for implementation of BOARD policies; shall organize, reorganize, and arrange the administrative and supervisory staff, including instruction and business affairs, as best serve the School District; shall from time to time suggest policies and procedures deemed necessary for the well ordering of the School District, and in general perform all duties that are by law incident to the office of the SUPERINTENDENT and such other duties as may be prescribed by the BOARD from time to time. The BOARD, individually and collectively, shall promptly refer all criticisms, complaints, and suggestions called to its attention to the SUPERINTENDENT for study, recommendation, or appropriate action. The SUPERINTENDENT shall attend all BOARD meetings and all BOARD committee meetings.

4. **PROFESSIONAL GROWTH OF SUPERINTENDENT**

The BOARD encourages the continuing professional growth of the SUPERINTENDENT through:

A. the operations, programs, and other activities conducted or sponsored by local state, and national school administrator and school board associations;

B. seminars and courses offered by public or private educational institutions; and

C. information meetings with other persons whose particular skills or backgrounds would serve to improve the capacity of the SUPERINTENDENT to perform her professional responsibilities for the School District.

In its encouragement, the BOARD shall permit a reasonable amount of release time for the SUPERINTENDENT to attend to such matters and shall pay for the necessary fees for travel and subsistence expenses, as approved by the BOARD in the annual budget or otherwise by specific BOARD action.

5. **COMPENSATION**

The salary for serving as SUPERINTENDENT shall be One Hundred Twenty-three thousand two hundred forty-four Dollars ($123,244) per school year. The salary shall be paid in semi- monthly installments on the same dates administrators who work twelve (12) months are paid.

The BOARD, based upon its evaluation 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 it shall not be deemed that the BOARD and the 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. Nevertheless, and in any event, irrespective of any merit based adjustment in the salary during the term of this AGREEMENT, the SUPERINTENDENT shall receive an increase each year of this AGREEMENT no less than the increase provided to other certified employees of the Henry County Public Schools.

The BOARD shall evaluate and assess in writing the performance of the SUPERINTENDENT at least once a year during the term of this AGREEMENT. This evaluation and assessment shall be reasonably related to the position description of

SUPERINTENDENT and the goals and objectives of the School District for the period in question. The SUPERINTENDENT shall submit to the BOARD a recommended format for this written evaluation and assessment. The BOARD shall meet and discuss the evaluation format with the SUPERINTENDENT/ attempting in good faith to agree on the development and adoption of a mutually agreeable evaluation format.

6 **WORKING DAYS AND BENEFITS**

A. 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.
B. The SUPERINTENDENT shall be entitled to all the benefits applicable to twelve (12} month administrative employees as are incident to their employment relationship with the Henry County Public Schools, including, but not limited to emergency leave, leave for jury duty, personal leave and sick leave benefits, any other forms of insurance protection, but specifically a health insurance and dental insurance plan, retirement program, choice of tax shelter annuities, and other administrative employee benefits.

The BOARD agrees to reimburse the SUPERINTENDENT for all reasonable and necessary expenses associated for attending at least one (I) national professional conference each year of this AGREEMENT.

C. The BOARD shall fully pay the SUPERINTENDENT's membership charges to the following professional associations: (1) the Kentucky Association of School Superintendents (KASS); (2) the Kentucky Association of School Administrators (KASA), and (3) American Association of School Administrators (AASA)
D. The BOARD shall pay or reimburse the SUPERINTENDENT for reasonable expenses approved by the BOARD and incurred by the SUPERINTENDENT in the continuing performance of his duties under this AGREEMENT.
E. The Board shall allow the Superintendent mileage reimbursed at no less than the rate established by District policy for the use of the Superintendent's personal car for travel completed for business purposes, as defined by District policy, both inside and outside the District. The Superintendent shall also be reimbursed for personal expenses incidental to the travel when an itemized statement of travel and expense is submitted to and approved by the Board

7. **NOTICE**

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

If to the BOARD, address to:

Chairman, Board of Education
Henry County Public Schools
326 South Main Street
New Castle, KY

If to the SUPERINTENDENT, address to:

Superintendent
Henry County Public Schools
326 South Main Street
New Castle, KY

8. **TERMINATION OF EMPLOYMENT AGREEMENT**

This AGREEMENT may be terminated as per the Board's policy and under State statutory law and pertinent case decisions and shall also include the following:

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

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 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 the 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 HENRY COUNTY

BY: Harold R Bratton

CHAIRPERSON

ATTEST: _____

SECRETARY

_____

SUPERINTENDENT

COMMONWEALTH OF KENTUCKY)

) ss

COUNTY OF HENRY)

Subscribed and sworn to before me by Harold Bratton Chairman, Henry County Board of Education , and Tim Abrams, on this 20th day of June, 2013

My Commission expires: September 7, 2015.

NOTARY PUBLIC Megan Klemphen