# SUPERINTENDENT'S CONTRACT
# (FOUR YEAR)

## EFFECTIVE JULY 1, 2013 – JUNE 30, 2017

***WHEREAS***, the **Mason County Board of Education** (the "**Board**" or "**District**") is desirous of formalizing its commitment to its Superintendent, **Rick L. Ross** ("**Ross**" or "**Superintendent**") for his instructional, professional development, human resource management, fiscal management and overall managerial leadership,

***NOW, THEREFORE, BE IT AGREED AS FOLLOWS:***

That **Rick L. Ross** hereby contracts with the **Mason County Board of Education**, as Superintendent of Schools of the District with said term beginning on the 1st day of July, 2013, and expiring on the 30th day of June, 2017, in accordance with the Common School Laws and Rules and Regulations prescribed by the Kentucky Department of Education.

It is agreed that **Ross** shall receive an annual salary and fringe benefits, and that he shall devote his time and best effort to the discharge of the duties of Superintendent as set out by laws, rules, and regulations and policies of the Commonwealth of Kentucky, State Department of Education and the District Board of Education, as provided herein:

1. **TERM OF EMPLOYMENT**: The term of this Contract shall begin on the 1st day of July, 2013 to be in effect through June 30, 2017, subject to termination as hereinafter provided and all other applicable law. **Ross** is hereby hired and retained for a term commencing on July 1, 2013 to June 30, 2017 as Superintendent of the Mason County School District.

2. **DUTIES OF SUPERINTENDENT**: 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. **BASE SALARY**: The base salary for the Superintendent shall be One Hundred Forty Thousand Dollars ($140,000.00) during the period of this Contract, with the base salary being subject to increases and adjustments set forth in this Contract. The salary shall be paid on the same dates that administrators who work twelve (12) months are paid. Beginning with the 2014-2015 school year, the Superintendent, on July 1 of each year shall receive the same percentage increase comparable to his rank and experience on the teacher salary schedule.

Said step payment shall be an increase in the Superintendent's salary, and subject to the usual state, federal, and local deductions and withholdings.

a. Additionally, the District shall reimburse the superintendent for the actual cost of the employee portion of the payments made on behalf of the Superintendent to the Kentucky Teacher's Retirement for retirement benefits, including any and all increased amounts that are attributable to the increase in Superintendent's salary as set forth above.

b. Additionally, the Superintendent's salary may at the Board's discretion be further increased by the Board on a yearly basis through a merit raise, starting on July 1, 2014, at a rate and in an amount determined by the Board, based upon the Superintendent's yearly performance review and the District's financial resources. The Superintendent's yearly performance review

shall be completed by the Board and communicated to the Superintendent by the last day in January of each year. In any event, the superintendent's current salary may not be decreased.

4. **CERTIFICATIONS**: The Superintendent shall possess all requisite certifications necessary to hold the office of Superintendent, and he shall hold such certificate throughout the term of his employment, and shall complete any and all training and continuing education required by law.

5. **OUTSIDE ACTIVITIES**: Superintendent shall devote his time, attention, and energy to the business of the Mason County School District which shall include participation in community organizations and events.

The Superintendent and the Board recognize the advisability and on occasions the necessity of the Superintendent to attend seminars, course, speaking engagements, or programs conducted or sponsored at the local, state and national levels. It is understood and agreed that the District shall permit a reasonable amount of time for the Superintendent to attend such functions, and for the Board to pay for the necessary fees, travel, and subsistence expenses. This provision is limited to functions that benefit or are directly related to the business of the Mason County School District. Time spent by the Superintendent in participating or attending such functions shall not be taken as personal or vacation leave.

If the Superintendent elects to attend any function, meeting, or seminar or program for which he is compensated by a third party as a lecturer, consultant, or attendance, then the time involved with such function shall be taken as personal or vacation leave, and the Board shall not pay for the Superintendent's expenses involved in such function.

6. **PROFESSIONAL MEMBERSHIPS**: The Superintendent may join the following professional organizations: AASA, KASA, NKASA, and KASS. The Superintendent may also join (2) civic organizations related to his position as Superintendent and which are of value to the school district, the annual membership dues for which shall be paid by the Board as regular operating expenses of the Board. Payment of membership dues shall not be considered income to the Superintendent, as these are regular and ordinary business expenses of the School District.

In addition, the Superintendent, at Board expense, may attend such professional conferences as are consistent with his position as Superintendent, and which Superintendents of other school systems are likely to attend, including, but not limited to those sponsored by KSBA, NSBA, AASA, KASA, and KASS without having to expend personal or vacation leave.

7. **WORKING CALENDAR AND BENEFITS**: It is understood and agreed that the Superintendent is a twelve month, 240 day contract employee with the School District, and shall work the days required in the appropriate Board-adopted calendar.

A. **Vacation**: The Superintendent shall be entitled to twenty (20) days of paid vacation each contract year. The Superintendent may carry up to ten (10) days of vacation leave to the contract year after which it is accrued, and the Superintendent may not accumulate more than sixty (60) days of vacation leave at any time. The Superintendent's vacation schedule may be subject to review by the Board upon request by the Board. Any unused vacation remaining at the time of **Ross's** separation of employment from the School District shall be purchased by the Board at **Ross's** then current salary. Alternatively, **Ross** may, at his option, in any contract year, work the vacation days. In the event that he works the vacation days, he shall be paid for those days worked by June 30th of that contract year, and the pay shall be at his then current salary,

subject to all usual and normal withholding, and those vacation days that he has been paid for shall be forfeited, and not accrue to the following year.

B. **Professional Leave**: The Superintendent shall be entitled to professional leave during the summer months on a case-by-case basis with prior Board approval. Conferences for organizations that the Superintendent has membership do not need Board approval due to being covered in this contract.

C. **Sick Leave**: The Superintendent shall be entitled to twelve (12) days of sick leave per year, which may be accumulated as provided in KRS 161.155, and retirement benefits under the Kentucky Teacher Retirement program as earned by Superintendent of a school district in Kentucky. If **Ross** retires or resigns while employed by the District, the District shall purchase unused sick days in accordance with the ratio set forth in Policy 03.175 as the policy is in effect at the time of his retirement.

D. **Emergency Leave:** The Superintendent shall be entitled to three (3) "emergency" days per year as provided in KRS 161.152. Personal and Annual leave days other than emergency days shall be provided to the Superintendent as to other certified personnel.

**8.** **INSURANCE:** During the term of this Contract, the Board agrees to provide group term life insurance in the face amount of not less than 100 % of the current base salary of the Superintendent or the face amount provided by the District as an employee benefit to administrators of the District, whichever is greater, and family health and dental insurance for **Ross** and his family at District expense from a group plan available through the District for the other school administrators, with the specific plan to be selected by **Ross**. Any additional

insurance provided to teachers shall be provided to the Superintendent, regardless whether specified in this Contract or not.

9. **PROFESSIONAL MEETINGS AND TRAVEL EXPENSES**. The Board shall reimburse the Superintendent for all travel expenses, lodging, and subsistence expenses in keeping with Board policy as applied to all other school employees.

10. **OTHER FRINGE BENEFITS**: In recognition of the fact that the Superintendent's duties will often require him to use in his personal vehicle, the Board shall pay to the Superintendent a vehicle allowance in the amount of $500.00 per month, as a vehicle allowance for mileage in the district.

Also, the Board shall at its expense due to the uniqueness of the job furnish the Superintendent with the following district owned equipment: cellular phone/data plan, I-pad and laptop in office.

11. **ERRORS AND OMISSIONS INSURANCE**: The Superintendent shall have the same errors and omissions insurance coverage as that provided to the Board and its members.

12. **WORKERS COMPENSATION AND UNEMPLOYMENT INSURANCE.** The Superintendent shall have the same level of coverage and benefits as granted to other certified employees in the District.

**13. CONTRACT TERMINATION/ REMOVAL.** This Contract may be terminated by expiration of its terms; or if the Superintendent is removed for cause as provided by law; or by mutual written agreement of these two parties. If this Contract is terminated due to the Superintendent's removal for cause, or by mutual written agreement, then all rights and obligations under this Agreement shall be terminated and forfeited immediately, and this Agreement shall be null and void, unless the parties mutually agree otherwise by a separate written document.

**14. NOTICE/ DAMAGES.** The Board agrees that it will provide the Superintendent with notice of its intention to re-appoint or not to re-appoint the Superintendent no later than January 31, of the first year in which the board is allowed to issue a new contract. If the Superintendent is notified the Board intends to re-appoint him, a new Contract confirming the terms of the re-appointment shall be executed by the parties on or before the Board's regular February Board meeting in the same year. If the Board fails to give the Superintendent the required notice of its intention not to re-appoint him by January 31 of the last year of this Contract, then this contract shall automatically renew for a one year period consistent with KRS 160.350.

The Superintendent agrees that in the event that he terminates this Contract prior to the end of the Contract term, he will provide a minimum of thirty (30) days' notice of his intention to so terminate the Contract to the Board, and will, upon request, assist the Board with the selection of a new superintendent, and transition to the new administration.

**15. LEGAL SERVICES, LIABILITY INSURANCE.** The Board shall provide all legal services required by the Superintendent including cost of legal fees, court costs, and other necessary and incidental costs associated therewith and shall otherwise reimburse the Superintendent for all legal expenses occasioned by the performance of his duties and shall otherwise defend, hold harmless and indemnify the Superintendent from any and all demands, claims, suits, actions and legal proceedings brought against the Superintendent, in his individual or official capacity, occasioned by the performance of his duties, and shall provide liability insurance for his benefit covering acts and omissions within the course and scope of his employment as Superintendent in at least equal measure as is currently available from insurance carriers for the Board and/or all other School District employees. If in the good faith discretion of the Superintendent a legal conflict exists regarding the defense of a claim between the legal position of the Superintendent and the legal position of the Board, the Superintendent may engage separate counsel of his preference in which event the Board shall be responsible for and indemnify the Superintendent for the costs of his legal defense as permitted by state and federal law, to the extent such separate counsel and litigation expenses are not covered by insurance. Any separate counsel chosen by the Superintendent shall first be sought through any applicable insurance policies of the Board.

**16. APPLICATION OF BOARD POLICIES** The Superintendent is generally subject to all policies and procedures of the Mason County School District in the same manner and to the same extent as any other certified employee. In the event that there is a conflict between any policy and the terms of this Agreement, the terms of this Agreement shall govern. All benefits of the Superintendent which are specifically spelled out in this Contract including, but not limited

to reimbursements or direct pay of expenses incurred by the Superintendent in connection with District business shall override any other Board policy or general policy which might exist or apply to other employees of the District.

**17. <u>ENFORCEABILITY</u>.** The terms and provisions of this Agreement are severable. In the event that any provision is declared illegal by a court of competent jurisdiction, all other remaining terms and provisions shall remain in full force and effect. The terms of this Agreement shall at all times be construed in accordance with Kentucky law, and jurisdiction to enforce this Agreement shall lie exclusively with the Mason Circuit Court.

**18. <u>EFFECTIVE DATE OF CONTRACT</u>.** This Contract shall become effective on July 1, 2013.

**IN WITNESS WHEREOF,** the parties execute this Contract in conformity with a resolution of the Board passed on May 9, 2013, authorizing the Chairperson of the Board to so effectuate and execute this Contract on behalf of the Board.

**MASON COUNTY BOARD OF EDUCATION**

Curtis M. Rosser

**Curtis M. Rosser – Chairperson**

Date: 5/9/13

Rick L. Ross

**Rick L. Ross**

Date: 5/9/13

COMMONWEALTH OF KENTUCKY

COUNTY OF MASON

The foregoing Contract was signed and acknowledged by Curtis M. Rosser as Chairperson, on behalf of the Mason County Board of Education, this 9 day of May 2013.

M. Susan Brammer
Notary Public, State at Large No. 465910
My commission expires 5/15/16

COMMONWEALTH OF KENTUCKY

COUNTY OF MASON

The foregoing Contract was signed and acknowledged before me by Rick L. Ross, this 9 day of May 2013.

M. Susan Brammer
Notary Public, State at Large No. 465910
My commission expires 5/15/16

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