SUPERINTENDENT'S CONTRACT

THIS CONTRACT made and entered into this 27th day of February, 2015 by and between the BOARD OF EDUCATION OF MENIFEE COUNTY, KENTUCKY (hereinafter "BOARD") and BENNY PATRICK (hereinafter "SUPERINTENDENT"), for the position of superintendent of schools, and authorized by action at a lawful meeting of the BOARD held on the 26th day of February, 2015.

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

1. TERM OF EMPLOYMENT

The SUPERINTENDENT is hereby hired for a term commencing on the ____ day of February, 2015, and to continue through the 30th day of June, 2018 as Superintendent for the Menifee County School District. During the term of this CONTRACT the SUPERINTENDENT shall establish and maintain residency in Menifee County, Kentucky.

2. COMPENSATION

The annual salary for serving as SUPERINTENDENT shall not be less than EIGHTY FIVE THOUSAND DOLLARS ($85,000.00), paid in equal and regular monthly installments on the same dates administrators who work twelve (12) months are paid, with the first salary of the term of this CONTRACT pro-rated.

The BOARD, based upon its evaluation of the SUPERINTENDENT, may adjust the salary of the SUPERINTENDENT during the term of this CONTRACT, 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 CONTRACT shall be in the form of an amendment to this CONTRACT. Any said adjustment shall become part of this CONTRACT, but it shall not be deemed that the BOARD and the SUPERINTENDENT have entered into a new contract, nor shall it be deemed that the termination date of the existing CONTRACT has been expended. Although the SUPERINTENDENT's salary may be increased at the discretion of the BOARD, 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 CONTRACT, the SUPERINTENDENT shall receive an increase each year of this CONTRACT no less than the flat or percentage increase and the average of step increases provided to other certified employees of the Menifee County Schools.

The BOARD shall evaluate and assess in writing the performance of the SUPERINTENDENT at least once a year during the term of this CONTRACT consistent with Kentucky law. This evaluation and assessment shall be reasonably related to the position description of SUPERINTENDENT and the goals and objectives of the Menifee County School District for the prior in question.

3. WORKING DAYS

This CONTRACT requires the services of the SUPERINTENDENT for two-hundred forty (240) working days per year. The SUPERINTENDENT shall, upon the BOARD's request, provide the BOARD with a schedule of actual and proposed workdays for the current year. If the SUPERINTENDENT elects to be away from the job for ten (10) or more working 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.

4. BENEFITS

The SUPERINTENDENT shall be entitled to all the benefits applicable to twelve (12) month administrative employees as are incident to their employment with the Menifee County School District.

The SUPERINTENDENT may observe as holidays those holidays which all other certified staff may observe.

The SUPERINTENDENT shall accrue all leave days as authorized by Board policy and Kentucky law applicable to all certified employees. The SUPERINTENDENT may take as leave, leave equal to that granted to all other certified staff.

The BOARD may approve reimbursement to the SUPERINTENDENT for reasonable expenses incurred in the performance of the duties of the SUPERINTENDENT consistent with BOARD policy.

The SUPERINTENDENT shall be provided a BOARD-owned cellular telephone or like kind of telecommunications device with BOARD-contracted service to use in the execution of his duties. In the event the BOARD no longer contracts for cellular telephone service, the BOARD shall provide SUPERINTENDENT a monthly cellular telephone stipend.

5. CERTIFICATE

The SUPERINTENDENT shall furnish to the BOARD prior to the commencement of this CONTRACT, a valid and appropriate certificate to act as superintendent of schools in accordance with the laws of the Commonwealth of Kentucky and as directed by the BOARD. This certificate must remain valid throughout the entire term of this CONTRACT. Should the certificate be deemed invalid by the certification authority of the Commonwealth of Kentucky, this CONTRACT shall be null and void.

6. BACKGOUND CHECK

The commencement of this CONTRACT is contingent upon a national and state criminal background check on the SUPERINTENDENT which documents the SUPERINTENDENT has no record of a sex crime nor as a violent offender as defined in KRS 17.165.

7. DUTIES

The SUPERINTENDENT shall have charge of the administration of the schools under the direction of the BOARD. The SUPERINTENDENT shall be the executive agent 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 to best serve the Menifee County School District; shall from time to time suggest policies and procedures deemed necessary for the well ordering of the Menifee County School District; and shall, 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 unless excused for just cause or as otherwise permitted or made necessary as a matter of law.

8. PROFESSIONAL DEVELOPMENT

The BOARD encourages the continuing professional growth and development of the SUPERINTENDENT through attendance at professional training sessions and other appropriate meetings and conferences at the local, state and national levels. In its encouragement, the BOARD shall permit a reasonable amount of release time for the SUPERINTENDENT to attend such matters and shall pay for expenses, as approved by the BOARD in the annual budget or otherwise by specific BOARD action.

The BOARD shall pay per fiscal year for professional membership dues for the SUPERINTENDENT in the following: KASA, KASS, and any others upon Board approval.

9. OUTSIDE EXPENSES

The SUPERINTENDENT may, with the express consent of the BOARD, serve as a consultant to other districts or educational agencies, or engage in writing and speaking activities, so long as such activities do not interfere with the SUPERINTENDENT's duties to the Menifee County School District and are of short duration.

If the SUPERINTENDENT is compensated for outside activities by an agency other than the BOARD, the time involved for such functions will be considered as his leave, or leave without pay if he does not then have leave time available, and this BOARD will not pay the SUPERINTENDENT's salary or expenses for the approved activity.

10. PROFESSIONAL LIABILITY

The BOARD agrees the SUPERINTENDENT shall be a covered insured, in his official and individual capacity, under any and all liability insurance policies or insurance trust programs in

which the Menifee County School District is a participant, as to any and all demands, claims, suits, actions and legal proceedings brought against the SUPERINTENDENT, provided the incident arose while the SUPERINTENDENT was acting within the course and scope of his employment and excluding criminal litigation and intentional acts, to the extent liability coverage is within the authority of the BOARD to provide under state and federal law.

11. NOTICE

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

If to the BOARD, to:

Chairman, Board of Education
Menifee County Schools
PO Box 110
202 Back Street
Frenchburg, KY 40322

If to the SUPERINTENDENT, to:

Superintendent
Menifee County Schools
PO Box 110
202 Back Street
Frenchburg, KY 40322

12. TERIMINATION OF CONTRACT

This CONTRACT may be terminated as per the BOARD's policy and under the statutory law of the Commonwealth of Kentucky and pertinent case decisions, and also by expiration of its term; mutual agreement of the parties; retirement of the SUPERINTENDENT; or discharge for cause.

13. SAVING CLAUSE

If, during the term of this CONTRACT, it is found that a specific clause of the CONTRACT is illegal under federal or state law, the remainder of the CONTRACT not affected by such a ruling shall remain in force.

14. GOVERNING LAW

This CONTRACT has been executed in the Commonwealth of Kentucky and shall be governed in accordance with the law of the Commonwealth of Kentucky in every respect.

15. HEADINGS

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 CONTRACT, the text shall control.

16. ADDITIONAL TERMS

This CONTRACT contains all of the terms agreed upon by the parties with respect to the subject matter of this CONTRACT and supersedes all prior agreements, arrangements and communications between the parties concerning such subject matter, whether oral or written.

IN TESTIMONY HEREOF, the BOARD and the SUPERINTENDENT have caused this CONTRACT 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 MENIFEE COUNTY

BY: Wendell C. Back
CHAIRPERSON OF THE BOARD

STATE OF KENTUCKY

COUNTY OF MENIFEE

The foregoing instrument was subscribed, sworn to and acknowledged before me by WENDELL BACK, CHAIRMAN, MENIFEE COUNTY BOARD OF EDUCATION, on this the 27 day of February, 2015.

My Commission Expires: 1/12/19

Casey Trusty
NOTARY PUBLIC, STATE AT LARGE, KY

BY: [signature]
SUPERINTENDENT

STATE OF KENTUCKY

COUNTY OF MENIFEE

The foregoing instrument was subscribed, sworn to and acknowledged before me by BENNY PATRICK, SUPERINTENDENT, on this the 27 day of February, 2015.

My Commission Expires: 1/12/19

Casey Trusty