

MORGAN COUNTY SCHOOLS

WEST LIBERTY, KENTUCKY

CONTRACT EMPLOYING SUPERINTENDENT

This CONTRACT, made and entered into this 25 day of march, 2015, by and between the BOARD OF EDUCATION OF MORGAN COUNTY (hereinafter the "BOARD") and Deatrah N. Barnett (Hereinafter the "SUPERINTENDENT"), and authorized by action at a lawful meeting of the BOARD held on the 24<sup>th</sup> day of March, 2015, with this CONTRACT language approved at a lawful meeting held on 24<sup>th</sup> day of March, 2015:

NOW THEREFORE, the BOARD and SUPERINDENDENT, for the consideration specified herein, agree as follows;

1. TERM

In consideration of the SUPERINTENDENT's promises, as set out herein, the BOARD employs and the SUPERINTENDENT accepts employment as SUPERINTENDENT of Morgan County Schools for a term commencing JULY 1, 2015 and ending JUNE 30, 2017, a period of 2 years.

2. COMPENSATION AND EVALUATION

The salary for serving as SUPERINTENDENT shall be One-hundred ten thousand two hundred sixty three (\$110,263.00) per school year. The SUPERINTENDENT's salary will be paid in the same manner and on the same dates as the BOARD'S regular salary schedule for 240 day employees.

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 is be deemed that the termination date of the existing CONTRACT 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 evaluate and assess in writing the performance of the SUPERINTENDENT at least once per school year during the term of this CONTRACT. The BOARD shall utilize the state model evaluation tool as recommended by the Kentucky Board of Education.

3. **PROFESSIONAL CERTIFICATION, DUTIES AND RESPONSIBILITIES**

A. CERTIFICATION

The SUPERINTENDENT shall hold a valid SUPERINTENDENT's certificate in administration and supervision issued by the Educational Professional Standards Board.

B. DUTIES AND RESPONSIBILITIES

The SUPERINTENDENT shall be the executive agent of the BOARD and shall carry out all duties and responsibilities incident to the office of SUPERINTENDENT as assigned by law and such other duties as may be prescribed by the BOARD. The SUPERINTENDENT shall supervise the general conduct of the schools, the course of instruction, the discipline of students, and the management of business affairs. The SUPERINTENDENT shall execute the educational policies, orders, directives, and administrative functions of the BOARD, and shall from time to time recommend regulations, policies and procedures deemed necessary for the well ordering of the school district. The SUPERINTENDENT shall be responsible for the hiring, dismissal, and supervision of all the personnel in the district, pursuant to the statutes of the Commonwealth of Kentucky.

The SUPERINTENDENT shall attend all BOARD meetings except when otherwise provided by law both as to serving in the capacity as SUPERINTENDENT. The SUPERINTENDENT shall also attend all BOARD committee meetings, serve as an ex-officio member of all BOARD committees, and provide administrative recommendations on each item of business considered by each committee.

No policy of the BOARD shall diminish the SUPERINTENDENT's legitimate power of authority as prescribed by the applicable laws of the Commonwealth of Kentucky. Moreover, all duties assigned to the SUPERINTENDENT by the

BOARD shall be appropriate to and consistent with the professional role and responsibility of the SUPERINTENDENT.

**4. PROFESSIONAL GROWTH AND DEVELOPMENT**

The BOARD encourages the continuing professional growth and development 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;
- C. Information meetings with other persons whose particular skills or backgrounds could serve to improve the capacity of the SUPERINTENDENT to her professional responsibility for the Morgan County School System;
- D. The BOARD shall pay the SUPERINTENDENT's membership charges to the following professional associations: The Kentucky Association of School Superintendents, the Kentucky Association of School Administrators, and the American Association of School Administrators, but said fees shall not exceed two thousand dollars (\$2000) per year.

The BOARD encourages the SUPERINTENDENT to become a member of the local organization that will bridge the schools and community. The BOARD agrees to pay membership fees not to exceed five-hundred dollars (\$500).

**5. 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 CONTRACT, shall consist of 240 working days each school year. If the SUPERINTENDENT elects to be away from the job for ten (10) or more working days consecutively or for more than fifteen (15) working days in any school month, this shall be subject to board approval.
- B. The SUPERINTENDENT shall be entitled to all the benefits applicable to 240 day employees as are incident to their employment relationship with Morgan County Schools, including, but not limited to, sick leave and other leaves created by statute or BOARD policy, any forms of insurance protection, retirement programs, and any other 240 day administrative employee benefits.
- C. The SUPERINTENDENT, with prior approval from the BOARD, may undertake consultative work, speaking engagements, lecturing, writing, or other professional duties and obligations, which do not impede or conflict with the

SUPERINTENDENT's duties and are of short duration. If the SUPERINTENDENT is compensated for outside activities by any agency other than this BOARD, the time involved for such functions will be considered as vacation time and this BOARD will not pay the SUPERINTENDENT's salary or expenses for the activity.

- D. Should the SUPERINTENDENT choose to pay her Health Insurance Premiums personally rather than the Board paying those premiums, the amount of those Health Premiums will be added to the salary of the SUPERINTENDENT as income, but in no case will premiums exceed those payable under section 5(B).

6. **EXPENSES**

The BOARD and SUPERINTENDENT agree the SUPERINTENDENT's contract has allotments included that covers auto expenses and cell phone usage. The BOARD shall pay or reimburse the SUPERINTENDENT for reasonable expenses pre-approved by the BOARD outside the contract allotments and incurred by the SUPERINTENDENT according to board policy.

7. **PROFESSIONAL LIABILITY**

The BOARD agrees the SUPERINTENDENT shall be a covered insured, in her official and individual capacity, under any and all liability insurance policies and insurance trust programs in which the 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 scope of her 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.

8. **NOTICE**

Any notice or communication permitted or required under this CONTRACT 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, addressed to:

Chairman, Board of Education of  
Morgan County Schools  
212 University Drive  
West Liberty, Kentucky 41472

If to the SUPERINTENDENT, addressed to:

Deatrah N. Barnett, Superintendent  
Morgan County Schools  
212 University Drive  
West Liberty, Kentucky 41472

9. **TERMINATION**

This Employment Agreement may be terminated by:

- a) Expiration of its terms;
- b) Resignation of the Superintendent;
- c) Retirement of the Superintendent;
- d) Mutual Agreement of the parties;
- e) Death or disability of the Superintendent;
- f) Discharge of the SUPERINTENDENT for legal cause pursuant to KRS 160.350

10. **SAVINGS CLAUSE**

If, during the term of this contract, it is determined that a specific clause is illegal under state law, the remainder of the contract not affected by such ruling shall remain in full force and effect.

11. **MISCELLANEOUS**

This CONTRACT has been executed in Kentucky, and shall be governed in accordance with the laws of the Commonwealth of Kentucky in every aspect.

Paragraphs headings have been inserted for the convenience or reference only, and if there shall be any conflict between any such headings and the text of the CONTRACT, the text shall control.

This CONTRACT shall be executed in duplicate originals.

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.





COMMONWEALTH OF KENTUCKY )  
 )Sct.  
COUNTY OF MORGAN )

The foregoing CONTRACT was duly acknowledged before me by Deatrah N. Barnett,  
Superintendent, the 25<sup>th</sup> day of March, 2015.

My commission expires: January 8, 2019

*[Signature]*  
NOTARY PUBLIC, STATE AT LARGE, KY

Chairperson initials *mf*

Superintendent initials *DB*

*[Handwritten mark]*

*[Handwritten initials DB]*

**CONTRACT OF SECRETARY OF BOARD OF EDUCATION**

**KRS 160.440**

**COMMONWEALTH**

**COUNTY OF MORGAN**

This article of agreement made and entered into this 25 day of March, 2015

WITNESSETH: That DEATRAH N. BARNETT of Morgan County School District, West Liberty, Kentucky, as Secretary of said Board of Education for a period of 2 years, beginning the 1<sup>st</sup> day of July, 2015 and expiring on June 30, 2017, as is authorized by Section 160.440, Kentucky Revised Statutes.

It is agreed that said Deatrah N. Barnett shall receive a salary of 0 dollars per year for the services as Secretary to be paid in regular monthly installment out of the common school fund of said district. It is hereby agreed that she shall perform her duties as Secretary of the Board as set out by the laws of the Commonwealth of Kentucky and in accordance with the rules and regulations of the State Board of Education and the District Board of Education with which this contract has been made. Failure to do so will invalidate the contract as Secretary of the Board of Education

Morgan County Board of Education

 Chairman  
Deatrah N. Barnett Secretary