SUPERINTENDENT'S CONTRACT OF EMPLOYMENT
BETWEEN
SUPERINTENDENT AND THE
MUHLENBERG COUNTY BOARD OF EDUCATION

This Contract of Employment is made and entered into on this the 9th day of September, 2013 by and between the Muhlenberg County Board of Education ("Board") and Randy McCarty ("Superintendent").

THE BOARD AND SUPERINTENDENT AGREE AS FOLLOWS:

1. TERM

The Board, in consideration of the promises of the Superintendent stated in this contract, employs the Superintendent as Superintendent of Schools for a tem beginning the 1st day of November, 2013 and ending the 3oth day of June, 2017.

2. PROFESSIONAL CERTIFICATION AND RESPONSIBILITIES OF SUPERINTENDENT

A. CERTIFICATION

The Superintendent shall hold a valid certificate which qualifies the Superintendent to hold the position of Superintendent and shall hold such certification throughout the period of employment as Superintendent.

B. 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.

No policy or bylaw of the Board shall diminish the Superintendent's legitimate power or 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. 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.

C. OUTSIDE ACTIVITIES

The Superintendent shall devote his or her normal business hours exclusively to the business of the school district, pursuant to KRS 160.390, except with advance consent of the Board as set out in the Board minutes.

3. PROFESSIONAL GROWTH OF SUPERINTENDENT

At the Boards expense, the Board encourages the continuing professional growth of the Superintendent through the Superintendent's participation, as he might decide in light of the Superintendent's responsibilities as Superintendent, in:

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

B. Informational meetings with other groups and persons whose particular skills or backgrounds would serve to improve the capacity of the Superintendent to perform his professional responsibilities for the Board.

C. In its encouragement, the Board shall permit a reasonable amount of release time for the Superintendent to attend to such matters as set out above and shall pay for the necessary fees for travel and subsistence expenses or any other reasonable expenses that are incurred by the Superintendent related to such professional growth activities.

4. COMPENSATION

The Superintendent will be paid an annual base salary of $120,000.00 per year to be paid in equal and regular monthly installments, in accordance with the schedule of salary payments in effect for other certified employees. The salary shall be prorated for the period of November 1, 2013 through June 30, 2014.

Additional Terms

In any event, the Superintendent's current salary may not be decreased during the time of this contract.

5. OTHER BENEFITS

A. The Superintendent shall be entitled to any and all other legally permissible benefits, including health and dental insurance, applicable to certified and twelve (12) month administrative employees as are incident to their employment relationships with the Board.

B. The Board recognizes the mutual benefits derived by the Superintendent and the Board of the Superintendent's membership in certain professional and/or civic organizations. The Board shall pay per fiscal year for professional membership dues for the Superintendent in the following: 1) KASA (to include cost of liability insurance); 2) KASS; 3) AASA; 4) ASCD; and 5) KAPE.

C. The Superintendent will have the authority to seek professional legal services from one (1) or more attorneys, as authorized by the Board, in the discharge of his duties, except when the legal services being sought would or is reasonably likely to lead to a conflict with the legal interests of the Board. The Board fully retains the authority to retain or otherwise make available the professional services of one (1) or more attorneys and the authority to terminate the professional legal services relationship with an attorney will at all times be and remain with the Board.

D. **Board Owned Motor Vehicle:** The Superintendent will have a motor vehicle provided for use for only school related business. The vehicle will remain at School Board property and not be driven home at night.

E. **Cellular Telephone/Paging Device:** The Superintendent shall be provided a Board owned cellular telephone and paging device with Board contracted service to use in the execution of his duties.

F. **Computer Equipment For Home Use:** The Superintendent shall be provided for use at home a Board-Owned Computer system complete with necessary incidentals such as a printer and scanner. All such equipment shall be tagged with Board identification, subject to audit and shall remain the property of the Board.

G. **Formal Acceptance:** The Superintendent's signature is evidence of his formal acceptance of his appointment as Superintendent and his formal acceptance of the term of office.

6. EXPENSES

The Board shall reimburse the Superintendent for reasonable expenses approved by the Board and incurred by the Superintendent in the continuing performance of his duties as Superintendent.

7. SICK LEAVE

The Superintendent shall be entitled to use, accumulate and be paid upon retirement any sick leave benefits allowed by state law and Board Policies.

8. LEAVE FOR SUPERINTENDENT

Each school year from July 1 through June 30 will consist of 240 working days for the Superintendent. The Superintendent may observe as holidays those holidays which all other certified staff may observe. The following holidays will be included in the 240 day contract; Labor Day, Thanksgiving, Christmas, New Year's Day, Memorial Day, and July 4th.

9. **PROFESSIONAL LIABILITY:**

A. The Board agrees that it shall defend the Superintendent from any and all demands, claims, suits, actions and legal proceedings brought against the Superintendent by any party in his individual capacity or in his official capacity as an agent and employee of the Board, provided the incident arose while the Superintendent was acting within the scope of his employment and excluding criminal litigation, to the extent liability coverage is within the authority of the Board to provide under state and federal law.

10. EVALUATION

A. The Board shall evaluate and assess in writing the performance of the Superintendent at least once each year during the term of his contract and this evaluation and assessment shall be reasonably be related to his duties as Superintendent and the objectives of the Board. Each Evaluation shall be conducted with the Superintendent in closed, executive session. The Superintendent can be asked to leave the closed session at the discretion of the Board.

B. The Board shall use the evaluation form for Superintendent and after each evaluation has been completed and signed by the Board, the Board shall meet in closed, executive session with the Superintendent to discuss his evaluation, at which time the Superintendent shall be given a copy of his evaluation.

C. The evaluation form and procedures used each year shall be that form and those procedures that are adopted by the Board and which are approved by the Kentucky Department of Education and any such amended forms and procedures are hereby adopted and incorporated by reference as though stated in full. The Board shall evaluate and assess in writhing the performance of the Superintendent consistent with the present provisions of KRS 156.557 and any future amendment relating to the evaluation of a superintendent during the term of this contract.

11. RETIREMENT BENEFITS

The Superintendent may elect to participate in and be a member of the Kentucky Teacher Retirement System.

12. TERMINATION OF EMPLOYMENT CONTRACT:

The employment contract of the Superintendent may be terminated by the Board by:

A. Mutual agreement of the parties.

B. Retirement of the Superintendent

C. Resignation of the Superintendent

D. Disability or death of the Superintendent

E. Discharge of legal cause under the rules, regulations, and/or laws of this Commonwealth and/or the United States of America. Any such discharge shall be given in writing and the Superintendent shall be entitled to appear before the Board, in closed, executive session to discuss such causes.

F. If the Superintendent chooses to be accompanied by legal counsel at such meeting, the Superintendent shall bear any costs he incurs.

G. Thereafter, the Superintendent shall be provided a written decision describing the results of the meeting.

13. KIND OF CERTIFICATES HELD

A. B24 – Teaching Major History

B. PSGF – Provisional Certificate for Teaching in the Secondary Grades 9-12

C. KP2 – Professional Certificate for Instructional Leadership –Principal, All Grades, Level 2

D. KST – Professional Certificate for Instructional Leadership – School Superintendent.

14. SAVINGS CLAUSE

If during the term of this contract, a clause or any portion of the contract is found illegal under federal or state law, the remaining portions of the contract shall remain in full force to the extent they are unaffected by the ruling of illegality.

15. MISCELLANEOUS

This written document represents the entire agreement of the parties. The parties are not relying on other terms or agreements whether oral or written.

This contract will be construed under the laws of the Commonwealth of Kentucky.

This contract may not be amended except as provided for by a public vote of the Board and then in writing as signed by both parties.

At the discretion of the Superintendent, a copy of this may be filed with the minutes of the meeting at which this agreement was approved.

AGREED TO:

SUPERINTENDENT	**BOARD OF EDUCATION**
Randy McCarty	Don Richey
	CHAIRMAN
10/3/13	10-3-13
Date	**Date**

Attested: Ronald "Sonny" Fentress

Assistant Board Secretary to the Board