

**OHIO COUNTY SCHOOLS
HARTFORD, KENTUCKY**

SUPERINTENDENT'S EMPLOYMENT CONTRACT

THIS CONTRACT AND AGREEMENT, made and entered into this 30th day of April, 2012, by and between the OHIO COUNTY BOARD OF EDUCATION, of 315 East Union Street, Hartford, Kentucky 42347, party of the first part (hereinafter referred to as "**BOARD**"), and SCOTT LEWIS, P. O. Box 454, Hartford, Kentucky 42347, party of the second part (hereinafter referred to as "**SUPERINTENDENT**").

WITNESSETH:

WHEREAS, after due consideration the **Board** has expressed an interest in entering into a contract with the **Superintendent** which shall become effective on July 1, 2012, and

WHEREAS, the **Superintendent** has agreed to the various terms, covenants, and conditions, of the agreement, and

WHEREAS, it is with the intent and understanding of reducing the parties' entire understanding to writing that this agreement is made and entered into.

NOW, THEREFORE, the **Board** and **Superintendent**, for the considerations hereinafter specified, do covenant and agree as follows:

1. TERM OF EMPLOYMENT

The **Superintendent** is hereby hired and retained as Superintendent of Schools of Ohio County, Kentucky, for a term of four (4) years. The term of this agreement shall commence on **July 1, 2012 and shall extend through and including June 30, 2016.**

2. DUTIES OF SUPERINTENDENT

The **Superintendent** shall devote his time, attention, and energy to the business of the school district.

The duties and responsibilities of the **Superintendent** shall be all those duties required and incident to the Office of Superintendent and which are imposed by the laws and regulations of the Commonwealth of Kentucky and by the **Board's** own established policies. In addition, both parties acknowledge and agree that other duties and responsibilities may be assigned to the Superintendent by the Board.

3. OTHER ACTIVITIES

Both the **Superintendent** and the **Board** recognize the advisability and on occasions the necessity for the **Superintendent** to attend seminars, courses, or programs conducted or sponsored at the local, state, or national levels. It is understood and agreed that the district shall permit a reasonable amount of time for **Superintendent** to attend such meetings, and for the **Board** to pay for necessary fees and travel and subsistence expenses as may be approved by the **Board** or as may be set forth in local **Board** policy. This provision shall be limited to seminars, courses, or programs that would be for the benefit of the Ohio County Schools. The Board shall have ultimate discretion in determining the **Superintendent's** attendance and the amount of money to defray reasonable and necessary travel and subsistence expense.

Provided, however, if the **Superintendent** elects to attend any function, meeting, seminar, or program wherein he is compensated as a lecturer, consultant, or for such attendance, the time involved with such function shall not be considered as part of the 240 required working days and the **Board** shall not pay the **Superintendent's** expenses involved with such functions.

4. **COMPENSATION**

(a) **Superintendent's Base Salary** — The **Board** shall at a minimum pay to the **Superintendent** as his base salary the sum of One Hundred Twenty Five Thousand Three Hundred Forty-Six Dollars (\$125,346.00). The salary shall be paid in bi-monthly installments on the same day and dates as other administrators who work twelve (12) months are now being paid by the **Board**.

(b) **Automatic Increase in Base Salary** — Commencing on July 1, 2013 and continuing on the same month and day of each successive year of this contract, the **Superintendent** shall receive an annual increase in his then base salary equal to the same percentage increase given to other certified employees by the Board, or as mandated by the Kentucky legislature, for that same year. This increase in the **Superintendent's** base contract is automatic and shall be calculated and paid by the Board Treasurer as appropriate.

(c) **Discretionary Increase in Base Salary** — By not later than _____, 2013, and continuing on the same month and day of each successive year of this contract, the **Board** shall review and evaluate the **Superintendent's** job performance. After the completion of its evaluation, and in addition to any automatic increase in the **Superintendent's** base salary provided for in paragraph 4(b) above, the **Board** may increase the **Superintendent's** annual salary effective July 1 of that year in such sums as the **Board** deems necessary and appropriate. Provided however, both the **Board** and the **Superintendent** understand and agree that this provision does not require any further annual increase in the **Superintendent's** salary, that determination being solely in the discretion of the Board.

In the alternative, or in addition to the discretionary annual increase in the **Superintendent's** salary as provided for in this paragraph, the **Board**, in its discretion, shall have the authority to

approve and grant to the **Superintendent** an additional merit raise . If the **Board** chooses to give the **Superintendent** a merit raise, it shall take effect on July 1 of the subsequent fiscal year and may be paid either in lump sum or according to any payment schedule authorized by the **Board**. Both the **Board** and **Superintendent** understand that the approval of any merit pay raise may be separate from, or in addition to any discretionary increase in his base salary, as the **Board** deems appropriate.

(d) Neither the automatic or discretionary increase in the **Superintendent's** base salary as provided for in paragraph 4(b) or paragraph 4(c) will require any amendment to this agreement.

(e) Expenses — 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, and as determined by the **Board** in accordance with established **Board** policy.

5. WORKING DAYS AND BENEFITS

(a) Working Days — 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. If the **Superintendent** elects to be away from the job for five (5) days or more consecutively, this shall be subject to the **Board's** approval. All days not worked by the **Superintendent** shall be noted in the minutes of the next regularly scheduled **Board** meeting after said days are taken.

(b) Leaves — The **Superintendent** shall accrue all leave days as authorized by established **Board** policy for certified employees.

(c) Health Insurance — The **Superintendent** shall be covered under the same health plan as provided to all district employees and he (the **Superintendent**) shall be responsible for the payment of the required premium for such insurance, which shall as appropriate be deducted from his base salary.

(d) Professional and Civic Dues — The **Board** recognizes the mutual benefits which accrue both to the **Superintendent** and the **Board** through the **Superintendent's** membership in certain professional and civic organizations. The **Board** on behalf of the Superintendent, agrees to pay dues for the Kentucky Association of School Superintendents (KASS), the Kentucky Association of School Administrators (KASA), and one (1) civic club of the **Superintendent's** choosing.

(f) Automobile — The board shall provide a motor vehicle for the **Superintendent's** use.

(g) Retirement Benefits — The **Superintendent** shall be covered by the same retirement benefits as provided certified employees under the Kentucky Teachers Retirement System (KTRS) and as established in **Board** policy, and he (the **Superintendent**) shall be responsible for the payment of his required contributions to KTRS, which shall as appropriate be deducted from his base salary.

6. TERMINATION OF EMPLOYMENT AGREEMENT

This agreement may be terminated in accordance with established **Board** policy and the reasons for such termination shall include the following:

- (a) By expiration of the agreement's terms;
- (b) Mutual agreement of the parties; and
- (c) Discharge for cause.

7. BOARD POLICIES ARE CONTROLLING

The **Superintendent's** duties and obligations are governed by **Board** policy, unless otherwise specifically modified by this agreement.

All salary and benefits provided to the **Superintendent** are specifically spelled out in this agreement and override any general policy which might be in existence for other employees.

8. 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 ruling shall remain in force.

9. DUTIES OF THE BOARD IN ADDITION TO COMPENSATION

The **Board** agrees that it shall 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 capacity or in his official capacity as agent and employee of the **Board**, provided the incident arose while the **Superintendent** was acting within the scope of his employment. If, in the good faith opinion of the **Superintendent**, a conflict exists with regard to the defense of such claim between the legal position of the **Superintendent** and the legal position of the **Board**, the **Superintendent** may engage counsel, in which event the **Board** shall indemnify the **Superintendent** for the cost of such legal defense.

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.

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.

The agreement shall be executed in triplicate originals.

This agreement contains all of the terms agreed upon by the parties with respect to the subject matter of this agreement and commencing July 1, 2012, supersedes all prior agreements, arrangements, and communications between the parties concerning such subject matter, whether oral or written.

