

THIS CONTRACTUAL AGREEMENT, made and entered into this 1st day of July 2015, by and between the OLDHAM COUNTY BOARD OF EDUCATION (hereinafter "the Board"), located in Crestwood, Kentucky, and Rick McHargue (hereinafter "the Interim Superintendent"), to serve as an Interim Superintendent for the Oldham County School District as authorized by action at a lawful meeting of the Board held on June 27th, 2015.

WITNESSETH

NOW, THEREFORE, the Board and the Interim Superintendent, for the consideration herein specified, agree as follow:

1. TERM OF EMPLOYMENT: The Board agrees to employ the Interim Superintendent on a monthly basis beginning July 1st, 2015 to be reviewed at the option of the Board each month for a total term not to exceed twelve months.
2. BASE SALARY: The monthly salary of the interim superintendent shall be One Hundred Twenty-Five Thousand dollars (\$125,000) annually, payable in equal installments on the school district's regular employee payment schedule.
3. TERMINATION CLAUSE: This contract may be terminated by the Board with thirty (30) days notice with or without cause.
4. DUTIES AND RESPONSIBILITIES: The Interim Superintendent, as executive agent of the Board, shall be in charge of the educational and business affairs of the school district. The Board, as a body, and its members individually, shall refer all appropriate matters to the Interim Superintendent for study and recommendation. Nothing in this section shall be construed as preventing the Board from acting in any manner in which it is entitled to act by law.

Duties and responsibilities of the Interim Superintendent shall be all those incidents to the Office of Superintendent imposed by law and regulation 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 Interim Superintendent by the Board.

The Interim Superintendent agrees to devote the time, skill, labor, and attention necessary to perform well and faithfully the duties of Interim Superintendent and executive agent and professional advisor to the Board, as set out by law, regulation, policy and this contract.

The Interim Superintendent shall make all reasonable efforts to secure capable and qualified candidates for all available positions in the District, which are subject to appointment by the Interim Superintendent.

5. **CERTIFICATION:** The Interim Superintendent shall hold throughout the term of this contract, a valid and appropriate license, issued by the certification authority in Kentucky, to act as Superintendent.

6. **LEAVE:** The Interim Superintendent shall receive 12 days of leave per year for illness, 3 days emergency leave, one of which may be used as a personal day. All days not used shall accumulate without limit, and shall be considered sick leave, subject to all board policies that apply to sick leave for other personnel. In addition, the Interim Superintendent will be entitled to 20 non-paid work days, consistent with other 240-day administrators.

7. The Board shall pay the premium cost for the Interim Superintendent's health and dental insurance.

8. **PRE-APPROVED TRAVEL EXPENSES:** The Board shall reimburse the Interim Superintendent at the maximum rate allowed by law for the use of the Superintendent's personal vehicle for business purposes, both inside and outside the district. The Superintendent shall be reimbursed for other normal travel expenses incurred while traveling on district business, when an itemized statement of expenses is submitted to and approved by the Board.

9. **TRAVEL EXPENSES NOT PRE-APPROVED:** The Interim Superintendent shall seek and secure prior approval for any travel. Any travel not approved by the Board in advance may be reviewed and approved by the Board, at its discretion.

10. **INDEMNITY CLAUSE:** Interim Superintendent in his official capacity as agent and employee of the Board, provided the incident arose while the Interim Superintendent was acting within the scope of employment and did not act intentionally or with gross negligence in violation of the law.

11. **ERRORS AND OMISSIONS INSURANCE COVERAGE:** The District shall provide Interim Superintendent with the same errors and omissions insurance coverage provided to Board Members.

12. **WORKERS COMPENSATION AND UNEMPLOYMENT INSURANCE COVERAGE:** The District shall provide Interim Superintendent with Workers Compensation and Unemployment Insurance Coverage.

13. **BENEFITS:** The Interim Superintendent may participate in any other employee benefits that are available for other employees on the same terms and conditions as other employees.

14. **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 a ruling shall remain in force.

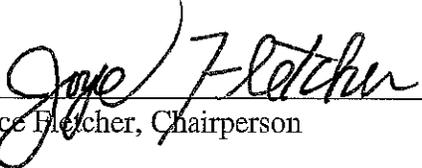
15. **MISCELLANEOUS:** This Agreement has been executed in Kentucky and shall be governed in accordance with the laws of the Commonwealth of Kentucky in every respect.

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 the Agreement, the text shall control.

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

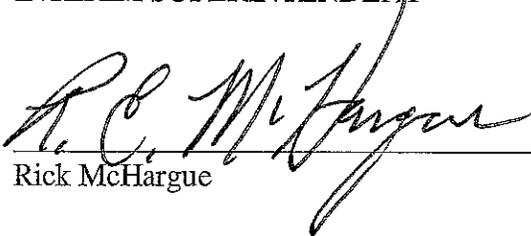
IN TESTIMONY THEREFORE, the Board and Superintendent have caused this Agreement to be executed in their respective names, and in the case of the Board, by its Chair, on the day and year first above written.

OLDHAM COUNTY BOARD OF EDUCATION



Joyce Fletcher, Chairperson

INTERIM SUPERINTENDENT



Rick McHargue

COMMONWEALTH OF KENTUCKY)
)
COUNTY OF OLDHAM)

Subscribed, sworn to, and acknowledged before me on this 21th day of July 2015, by
Joyce Fletcher, Chair of the Oldham County Board of Education for and on behalf of said Board,

My commission expires: 9-10-2018

Anna Courtenay Cozmen
NOTARY PUBLIC, STATE AT LARGE, KY

COMMONWEALTH OF KENTUCKY)
)
COUNTY OF OLDHAM)

Subscribed, sworn to, and acknowledged before me on this 21th day of July 2015, by
Rick McHargue.

My commission expires: 9-10-2018

Anna Courtenay Cozmen
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