CONTRACT EMPLOYING SUPERINTENDENT

This **CONTRACTUAL AGREEMENT**, made and entered into this the 19th day of February, 2013, by and between the BOARD OF EDUCATION OF OWEN COUNTY, (hereinafter the "BOARD"), party of the first part, and ROBERT STAFFORD, (hereinafter referred to as the "SUPERINTENDENT"), party of the second part, and authorized by action at a lawful meeting of the BOARD held on the 19th day of February, 2013.

WITNESSETH:

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

IT IS AGREED:

1. **TERM OF EMPLOYMENT**

   SUPERINTENDENT is hereby hired and retained for a term commencing on March 1, 2013, and continuing through June 30, 2016, as Superintendent of Schools for the Owen County Schools, Owenton, Owen County, Kentucky.

2. **DUTIES**

   The duties and responsibilities of the Superintendent shall be all those duties incident to the Office of Superintendent imposed by the law and regulations 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 SUPERINTENDENT by the BOARD.

3. **OUTSIDE ACTIVITIES**

SUPERINTENDENT shall devote his time, attention, and energy to the business of the school district.

The SUPERINTENDENT and BOARD recognize the advisability and on occasions the necessity of 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 the SUPERINTENDENT to attend such meetings, 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 Owen 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 expenses.

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 functions 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**

The salary shall be $103,000.00 per school year. The salary shall be paid in bi-monthly installments on the same dates administrators who work twelve (12) months are paid. The salary of the SUPERINTENDENT shall be adjusted annually in accordance with the pay raises given by the BOARD to other certified staff members in the District, including step-increase(s) based on Rank I Certification Salary Schedule of the District.

The BOARD based upon its evaluation of the SUPERINTENDENT, may adjust the salary of the SUPERINTENDENT during the term of this AGREEMENT, 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 AGREEMENT shall be in the form of an amendment to this AGREEMENT. Any said adjustment shall become part of this AGREEMENT, but shall not be deemed that the BOARD and SUPERINTENDENT have entered into a new AGREEMENT, nor shall it be deemed that the termination date of the existing AGREEMENT 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, at least on an

annual basis, conduct an evaluation of the SUPERINTENDENT, based upon specific goals and objectives developed by the BOARD and communicated to the SUPERINTENDENT no later than September 1st of each year.

During the term of this AGREEMENT, health insurance shall be provided as authorized by BOARD policy for other certified employees and consistent therewith. Provided, however, as additional compensation during the term of this AGREEMENT, the BOARD shall pay the premium cost(s) for a family plan for health insurance for the SUPERINTENDENT and his family.

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) or more 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.

b. Leaves -- The SUPERINTENDENT shall accrue all leave days as authorized by Board Policy for certified employees. Consistent with statutory law, the SUPERINTENDENT

shall be permitted to transfer all sick leave accumulated as of February 28, 2013.

c. Expenses -- the BOARD shall pay or reimburse SUPERINTENDENT for reasonable expenses approved by BOARD and incurred by SUPERINTENDENT in the continuing performance of his duties under this AGREEMENT, as determined by the BOARD and according to Board Policy.

d. Telephone Expenses -- The BOARD shall pay or reimburse SUPERINTENDENT for reasonable telephone expenses incurred by him in the continuing performance of his duties under this AGREEMENT.

e. Professional and Civic Dues -- The BOARD recognizes the mutual benefits derived by the SUPERINTENDENT and the BOARD of the SUPERINTENDENT's membership in certain professional and civic organizations. The BOARD agrees to pay dues for the Kentucky School Board Association (KSBA), National School Board Association (NSBA), the American Association of School Administrators (AASA), Kentucky Association of School Administrators (KASA), Kentucky Association of School Superintendents (KASS) and one (1) civic club of the SUPERINTENDENT's choice.

f. Automobile Expenses -- The SUPERINTENDENT shall be reimbursed for mileage per Board Policy.

g. Retirement Benefits -- The SUPERINTENDENT shall have the same retirement benefits as provided certified employees under the Kentucky Teachers Retirement System and as in Board Policy.

6. **RESIDENCY**

The SUPERINTENDENT shall reside and make his home in Owen County, Kentucky, during the term of this AGREEMENT.

7. **CERTIFICATE**

The SUPERINTENDENT shall furnish to the BOARD during the term of this AGREEMENT, a valid and appropriate Certificate to act as SUPERINTENDENT in accordance with the laws of the Commonwealth of Kentucky and as directed by the BOARD and in compliance with KRS 160.350 and all other applicable law.

8. **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 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 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.

9. **TERMINATION OF EMPLOYMENT AGREEMENT**

This AGREEMENT may be terminated as per the Board's Policy and shall also include the following:

a. By expiration of its term;

b. Mutual agreement of the parties;

c. Discharge for cause pursuant to KRS 160.350.

10. **BOARD POLICY**

The SUPERINTENDENT's duties and obligations are governed by Board Policy, unless otherwise specifically modified hereinabove.

All benefits of the SUPERINTENDENT are specifically spelled out in this AGREEMENT and override any general policy which might be in existence for other employees.

11. **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.

12. **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 test of this agreement, the test shall control.

This AGREEMENT shall be executed in duplicate originals.

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 WHEREOF, the BOARD and SUPERINTENDENT have caused this AGREEMENT to be executed in their respective names, and in the case of the BOARD, by its Chairman, on the day and year first above written.

OWEN COUNTY BOARD OF EDUCATION

BY: Stuart Bowling
Stuart Bowling, Chairman

ATTEST:
Ronald "Sonny" Fenton
Secretary

Robert Stafford, Superintendent

COMMONWEALTH OF KENTUCKY)
) Sct.
COUNT OF OWEN)

I, James M Crawford, Notary Public within and for the State and County aforesaid do certify that on this date the foregoing instrument of writing was produced to me in my County by Stuart Bowling, Chairman, Owen County Board of Education, party thereto, and was by him signed, acknowledged and delivered as and for his free act and deed.

My commission expires: nov 14 2013

Witness my hand on this the 19 day of February, 2013.

James M Crawford
Notary Public, KY, State at Large

COMMONWEALTH OF KENTUCKY)
) Sct.
COUNT OF OWEN)

I, James M Crawford, Notary Public within and for the State and County aforesaid do certify that on this date the foregoing instrument of writing was produced to me in my County by Robert Stafford, party thereto, and was by him signed, acknowledged and delivered as and for his free act and deed.

My commission expires: nov 14 / 2013

Witness my hand on this the 19 day of February, 2013.

James M Crawford
Notary Public, KY, State at Large