

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

This Contract of Employment is made and entered into on this the 31st day of January, 2013, by and between the Pendleton County Board of Education ("Board") and Ronald Anthony Strong ("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 term beginning the first day of July, 2014 and ending the 30th day of June, 2018. The Board may by specific action and with the consent of the Superintendent further extend the termination date of the Superintendent's contract to the full extent permitted by the state law pursuant to KRS 160.350(4). The Board has the ability to offer the superintendent a new contract after January 5, 2017 upon the request of either the board or superintendent after this date. The other party has 60 days to respond to the request and a new contract completed if that is the decision of both parties.

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 devote his normal business hours to the discharge of his duties as set out by the laws of this nation and this commonwealth, the rules and regulations of the state and local Boards of education, and that failure to do so will invalidate this contract, except that he may enter into a contract with this Board in accordance with the provisions of KRS 160.440.

The Superintendent will be the executive agent of the Board and will have the primary responsibility for carrying out Board policy in the district, whereas, the Board retains the primary responsibility for formulating and adopting district policy.

C. OUTSIDE ACTIVITIES

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

3. PROFESSIONAL GROWTH OF SUPERINTENDENT

At the Board's 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; and
- 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.

4. COMPENSATION

The Superintendent shall receive his annual base salary per his rank and experience as a teacher on the 2014-15 certified salary schedule multiplied by an administrative index of 2.44. In the years following the Superintendent shall continue to be paid in the same manner based on the current year certified salary schedule and index stated above. The superintendent shall receive a minimum of 1.5% raise of his total salary each year. Any increase in salary for the Superintendent during the life of his contract shall not be deemed either a new contract nor that the termination date of his contract, or any extension thereof, has been extended.

Additional Terms

In addition to the minimum annual raise of the salary of the Superintendent, the Board may vote to grant the Superintendent an additional merit raise.

In any event, the Superintendent's then current salary may not be decreased.

This salary shall be paid to the Superintendent in regular installments, in accordance with the schedule of salary payments in effect for other certified employees.

Waiver of Superintendent's Presence: Pursuant to KRS 160.370, the Board hereby waives the Superintendent's presence at any and all meetings of the Board when the Superintendent's tenure, salary and/or administration of his or her office is under consideration unless a majority of the Board votes in open session to request the Superintendent to leave the meeting during the consideration of his tenure, salary and/or administration of office.

5. OTHER BENEFITS

- A.** The Superintendent shall be entitled to and at the board's expense any and all other legally permissible benefits allowable by board policy, including annual leave, health and dental insurance, applicable to certified and twelve (12) month administrative employees as are incident to their employment relationships with the Board.
- B.** **Professional Associations:** The Board shall pay 100 percent of all membership charges to the following professional associations:
Association of School Administrators (AASA)
Kentucky Association of School Administrators (KASA)
Kentucky Associations of School Superintendents (KASS)
Northern KY Association of School Administrators (NKASA)
- C.** **Board Attorney:** The Superintendent has the authority to utilize and direct the services of Board Attorney in the discharge of his or her duties, as herein described, except when the services of said Board Attorney would or may conflict with the legal interests of the Board. The Board retains the authority to employ and terminate the Board Attorney.

- D. **Car Allowance:** The Board will provide the superintendent with a monthly car allowance in the amount of \$800 to be used for his duties in carrying out the position of superintendent while within the district.
- E. **Contract Extension:** After the completion of the Superintendent's first contract or after four (4) years, whichever comes last, (July 1, 2015) the Board may, no later than June 30, extend the contract of the Superintendent for one (1) additional year beyond the current term of employment pursuant to KRS 160.350(4).
- F. **Computer Equipment for Home Use:** The Superintendent shall be provided for use at home a District-owned computer system complete with necessary incidentals such as a printer, and internet service. All such equipment shall be tagged with Board identification, subject to audit and shall remain property of the Board.
- G. **Cellular Telephone/Data Phone:** The Superintendent shall be provided a Board owned cellular telephone including data plan with Board contracted service to use in the execution of his duties.
- H. **Community Activity Groups:** During the term of this contract, the Board shall pay the dues for him to be a member of two nonprofessional civic organizations in the local community.
- I. **Formal Acceptance:** The Superintendent's signature is evidence of his formal acceptance of his appointment as Superintendent and his or her formal acceptance of the term of office.
- J. **Continuing Contract Status:** The Superintendent shall be eligible for continuing contract status when he meets all requirements prescribed in KRS 161.720 to 161.810 for continuing contracts for teachers.

6. **EXPENSES**

The Board shall reimburse the Superintendent for actual cost of all expenses incurred by the Superintendent in the continuing performance of his duties as Superintendent including those to attend conferences or meetings attended in the conducting of his job.

7. ANNUAL LEAVE

The Superintendent shall be provided 4 weeks annual leave per fiscal year, to be used at the discretion of the Superintendent. In the event those days are not used, the board agrees to reimburse the Superintendent for those unused or he may accumulate a maximum of 60 unused annual leave days. Upon retirement, the Superintendent shall be paid for any unused annual leave days up to a maximum of 60 days. KRS 161.540(1)

8. 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.

9. 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 observes plus July 4th, Memorial Day, the Friday after Thanksgiving and Christmas Eve. The Superintendent may take as leave, leave equal to that granted all other certified administrative staff.

10. OUTSIDE EXPENSES

The Superintendent may, with the express consent of the Board, serve as a consultant to other districts or educational agencies, or engage in writing and speaking activities, so long as such activities do not interfere with the Superintendent's duties to this district and are of short terms.

If the Superintendent is compensated for outside activities by an agency other than this Board, the time involved for such functions will be considered as his leave, or leave without pay if he does not then have leave time available, and this Board will not pay the Superintendent's salary or expenses for the activity.

11. PROFESSIONAL LIABILITY:

- A. 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 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.

- B. If in the good faith discretion of the Superintendent a legal conflict exists regarding the defense of a claim between the legal position of the Superintendent and the legal position of the Board, the Superintendent may engage separate counsel of his preference in which event the Board shall be responsible for and indemnify the Superintendent for the costs of his legal defense as permitted by state and federal law, to the extent such separate counsel and litigation expenses are not covered by insurance. Any separate counsel chosen by the Superintendent shall first be sought through any applicable insurance policies of the Board.

12. EVALUATION:

- A. The Board shall evaluate and assess in writing the performance of the Superintendent in December of 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 goals and objectives of the Board. The board will also conduct a mid year review in July of each year. Each evaluation shall be conducted without the Superintendent in closed, executive session.
- B. The Board shall use the evaluation form approved by the board as part of board policy, 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 or her 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.

13. RETIREMENT BENEFITS

- A. The Superintendent shall participate in and be a member of the Kentucky Teacher Retirement Systems.
- B. The board shall fund up to 4.5% of the annual salary of the superintendent into a qualified or unqualified investment account or accounts of his choice for the purposes approved by the IRS. The determination of % will be based upon the average score of the annual evaluation of the superintendent. The score will be determined by taking each overall individual indicator score, rounded to the nearest whole number, adding them and dividing by 6, which score shall be rounded also. Raises would be based on the following ratings: Fully Satisfactory 1.5%; Excellent 3%; and Outstanding 4.5%. The amount will be paid in January of each year following the evaluation.

14. TERMINATION OF EMPLOYMENT CONTRACT:

The employment contract of the Superintendent, including any extension thereof, may be terminated by the Board by:

- A. Mutual agreement of the parties.
- B. Retirement of the Superintendent.
- C. Disability or death of the Superintendent.
- D. Discharge for legal cause under the rules, regulations, procedures 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.
- E. If the Superintendent chooses to be accompanied by legal counsel at such meeting, the Superintendent shall bear any cost he incurs.
- F. Thereafter, the Superintendent shall be provided a written decision describing the results of the meeting.

15. SAVINGS CLAUSE

If, during the term of this contract, a clause or any portion of the contract is found illegal or non-taxable benefit becomes taxable 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, and the board shall pay the superintendent additional compensation at a rate that will maintain superintendent level of contracted compensation.

16. MISCELLANEOUS

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

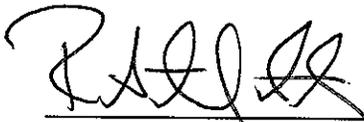
This contract will be construed under the laws of the Commonwealth of Kentucky.

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.

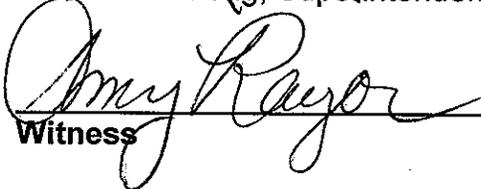
At the discretion of the Superintendent, a copy of this may be filed with the minutes of the meeting at which this agreement was approved.

AGREED TO:

SUPERINTENDENT

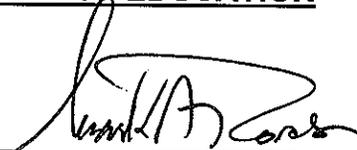


Ronald A. Strong, Superintendent



Witness

BOARD OF EDUCATION



Mark Ross, Chairperson



Witness

AGREEMENT

WHEREAS, the Pendleton County Board of Education believes that the continued enhancement of the leadership skills of Superintendent Strong will contribute positively to the operation of the school district and to student achievement in the district; and

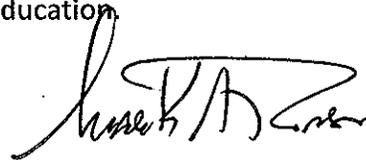
WHEREAS, the Pendleton County Board of Education has encouraged Superintendent Strong to seek professional development opportunities through his evaluation and growth plan that will improve our district and him professionally.

NOW THEREFORE, the Parties hereto agree as follows:

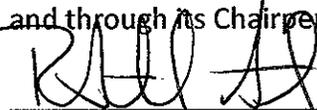
1. The Pendleton County Board of Education shall pay the cost of tuition, but no other expenses associated with the Superintendent Strong's enrollment in the doctoral program commencing in the Spring of 2013, offered by Northern Kentucky University, to obtain a Doctor of Education in Educational Leadership.
2. Should Superintendent Strong fail to complete the program or leave the district voluntarily prior to June 30, 2015, he shall reimburse the Pendleton County Board of Education for all costs incurred in connection with the program. The Superintendent also agrees to the fractional payments as set out below if he does not stay through June 30, 2017. (2015-16- 65%, 2016-17-35%, after June 30, 2017 there is no payment owed the district) The board reserves the right to allow the superintendent to be released from the agreement without reimbursement for reasons they deem appropriate.
3. It is expressly understood that days away from the district in order to complete the work in the doctoral program will be considered non-paid, unless the use of personal, annual, or non-contract days are available.

IN WITNESS WHEREOF, the Parties have hereunto set their hands, pursuant to a duly authorized Resolution of the Pendleton County Board of Education.

Dated this 31 day of January, 2013.



Pendleton County Board of Education, by
and through its Chairperson, Mark A. Ross



Anthony Strong, Superintendent