SUPERINTENDENT CONTRACT OF EMPLOYMENT
BETWEEN
SUPERINTENDENT AND THE
POWELL COUNTY BOARD OF EDUCATION

This contract is entered into on this 12th day of January by and between the BOARD OF EDUCATION of the Powell County School District, located in Stanton, Powell County, Kentucky (hereinafter "The Board" or "the District"), and Michael H. Tate(hereinafter "The Superintendent"),for the position of Superintendent of Schools for the Powell County School District.

THE BOARD AND SUPERINTENDENT AGREE AS FOLLOWS:

1. **TERM**
The Superintendent hereby contracts with The Board to serve as superintendent of schools of Powell County, Kentucky, for a term of four (4) years beginning on July 1, 2015 and ending on June 30, 2019. The Board may extend this contract to the full extent permitted by the state law pursuant to KRS 160.350(4). Pursuant to KRS 160.350(4), the Board, by majority vote prior to June 30 of any year, may extend this contract for one (1) year.

2. **PROFESSIONAL CERTIFICATION AND RESPONSIBILITIES SUPERINTENDENT**

A. **Certification**

The Superintendent shall hold a valid certificate of Administration and Supervision 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 or her 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

The Board encourages the continuing professional growth of the Superintendent through the Superintendent's participation, as he or she 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. seminars and courses offered by public or private educational institutions; and,

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

It is understood and agreed that the district may permit a reasonable amount of time for the Superintendent to attend such meetings.

4. COMPENSATION

It is agreed between the parties that the Superintendent shall receive as annual base salary the sum of $121,000.00 for two hundred forty days (240) per annum which consists of a 2% raise mandated by the State of Kentucky. The Superintendent shall be paid an equal amount to his annual base salary for the previous year plus an annual increase to the same percentage increase in pay, if any, granted to other certified personnel of the District in each fiscal year. The salary shall be paid in twenty four (24) equal installments on the fifteenth (15th) of each month and the thirtieth (30th) of each month, except that if the fifteenth (15th) of each month and the thirtieth (30th) of each month falls on a Saturday,

Sunday or holiday, payment is to be made by the District on the previous working day before Saturday, Sunday or holiday. Checks will be issued in pursuant to the Board policy. Any increase in salary for the Superintendent during the life of his contract shall not be deemed either a new contract or that the termination date of his contract, or any extension thereof, has been extended. 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.

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 to be granted in the Board's discretion. Provided, however, no increases shall be given until after an annual evaluation of the Superintendent and such evaluation must reveal that the Superintendent is performing his duties satisfactorily or better. The annual evaluation shall be done thoroughly and promptly by the Board. 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.
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 or her tenure, salary and/or administration of office.

5. OTHER BENEFITS

A. The Superintendent shall be entitled to any and all other legally permissible benefits 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 reasonable membership charges to any professional associations in which the Superintendent feels it is necessary to maintain and improve his or her professional skills, as permitted by state law and as first approved by the Board.

C. **Board Attorney:** The Superintendent has the authority to utilize, employ 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.

D. **Automobile/Travel Expenses:** The Superintendent shall be reimbursed or otherwise compensated by the Board for mileage incurred in the performance of his duties, and shall be required to report mileage to the Board. This compensation shall only relate to travel outside the County. The Superintendent shall not be reimbursed for local travel. Any taxable consequences arising from the Superintendent's use of a personal vehicle in the performance of his duties shall be his sole responsibility.

E. **Health, Dental, and Vision Insurance Benefits:** The Superintendent shall be entitled to health, dental, and vision insurance plans and any or all legally permissible benefits applicable to certified and twelve (12) month administrative employees as are incident to their employment relationships with the Board.

F. **RETIREMENT BENEFITS:** The Superintendent shall have the same retirement benefits as provided certified employees under the Kentucky Teacher Retirement System and as in Board Policy. The Superintendent may elect to participate in and be a member of the Kentucky Teacher Retirement Systems.

G. **Holidays.** The Superintendent shall receive four (4) paid holidays per year.

H. **SICK AND PERSONAL DAYS:** The Superintendent shall be entitled to twelve (12)sick days per year which may be accumulated without limitation and one (1) personal days per year which if not used rolls over to sick days.

I. **CELL PHONE:** The District shall provide the Superintendent a cell phone.

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 or her duties as Superintendent.

7. ANNUAL LEAVE:

The Superintendent shall be entitled to fifteen (15) days of paid annual leave during the contract year 2015-2016 pursuant to KRS 160.291(4). The Superintendent shall be entitled to twenty (20) days of paid annual leave during the contract year 2016-2017 pursuant to KRS 160.291(4). The Superintendent shall be entitled to twenty (20) days of paid annual leave during the contract year 2017-2018 pursuant to KRS 160.291(4). The Superintendent shall be entitled to twenty (20) days of paid annual leave during the contract year 2018-2019 pursuant to KRS 160.291(4). Pursuant to KRS 161.540(1), the Superintendent may accumulate a maximum of sixty (60) days of unused annual leave to be considered part of the Superintendent's annual compensation and the Superintendent shall be compensated for all days accrued at the time of retirement, separation, or termination of employment as Superintendent. These annual leave days carry over into the next school year if not taken. Upon retirement the Superintendent shall be paid in full for any unused annual leave days.

8. 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 or her leave, or leave without pay if he or she does not then have leave time available, and this Board will not pay the Superintendent's salary or expenses for the activity.

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 or her individual capacity or

in his or her official capacity as an agent and employee of the Board, provided the incident arose while the Superintendent was acting within the scope of his or her 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 opinion 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 or her preference in which event the Board shall be responsible for and indemnify the Superintendent for the costs of his or her 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.

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 or her contract and this evaluation and assessment shall be reasonably be related to his or her duties as Superintendent and the objectives of the Board. Each evaluation shall be conducted without the Superintendent in closed, executive session.

B. 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.

11. 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. Resignation of the Superintendent.

D. Disability or death of the Superintendent.

E. Discharge for 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 cost he incurs.

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

13. 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.

14. 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.

AGREED TO:

SUPERINTENDENT

MICHAEL TATE
SUPERINTENDENT

POWELL COUNTY BOARD OF EDUCATION

DAVID GRIFFIN
CHAIRPERSON

HON. DONNA R. HALE
BOARD ATTORNEY

STATE OF KENTUCKY)
) sct.
COUNTY OF POWELL)

Subscribed, sworn to, and acknowledged before me this the 12 day of January, 2015 by Michael Tate, David Griffin, and Donna R. Hale.

NOTARY PUBLIC
STATE OF KENTUCKY

My commission expires: 12-27-2015.