ROWAN COUNTY SCHOOLS
MOREHEAD, KENTUCKY

ADDENDUM TO CONTRACT
EMPLOYING SUPERINTENDENT

This ADDENDUM TO CONTRACTUAL AGREEMENT EMPLOYING SUPERINTENDENT made and entered into this 3rd day of December, 2012, by and between the Board of Education of Rowan County ("BOARD"), and MARVIN MOORE, ("SUPERINTENDENT"), as authorized at a duly conducted meeting of the BOARD on November 20, 2012,

W I T N E S S E T H :

WHEREAS, by CONTRACTUAL AGREEMENT entered into on the 16th day of June, 2009, Marvin Moore was re-appointed and employed as the Superintendent of the Rowan County Schools for a period beginning on the 1st day of June, 2009, and expiring on June 30, 2013; and

WHEREAS, the BOARD at its June 12, 2012, meeting, by motion and sufficient votes, timely exercised the provisions of KRS 160.350(4) so as to "roll-over" the expiration of the term of the employment of Marvin Moore as SUPERINTENDENT until June 30, 2015;

WHEREAS, the Board has reviewed the terms of the CONTRACTUAL AGREEMENT, as modified, entered into as above referenced;

NOW, THEREFORE, in consideration of the foregoing premises, IT IS HEREBY COVENANTED, CONTRACTED AND AGREED in this ADDENDUM TO THE CONTRACTUAL AGREEMENT as follows:

A. TERM OF EMPLOYMENT

That the term of the CONTRACTUAL AGREEMENT is ratified and confirmed to expire on June 30, 2015.

C. COMPENSATION

The SUPERINTENDENT'S annual salary for the 2012-13 school year shall be increased by Nine Thousand Six Hundred Dollars ($9,600).

The BOARD may further grant merit adjustments to the salary of the SUPERINTENDENT during the term of this CONTRACTUAL AGREEMENT; however, in no event shall the SUPERINTENDENT be paid less than the salary as adjusted above. Any salary increase is at the sole discretion of the BOARD and the SUPERINTENDENT holds no expectation that any increase will occur. Any salary increase shall not be read to amend or extend the term as extended of this CONTRACTUAL AGREEMENT. All salary increases shall be for future services. No retroactive raises or increases shall be granted.

L. C.
Chairperson - Initials

MM
Superintendent - Initials

D. FRINGE BENEFITS

5) Delete

6) The SUPERINTENDENT shall continue through the term of the CONTRACTUAL AGREEMENT as extended, have use of the credit card issued in the name of the BOARD for intra and inter-school district travel expenses.

All other provisions not addressed herein above of the CONTRACTUAL AGREEMENT entered into on June 9, 2009, as now extended to expire on June 30, 2015, remain unchanged, and are deemed to be incorporated herein and reconfirmed by specific reference.

IN TESTIMONY WHEREOF, witness the hands of the BOARD and the SUPERINTENDENT affixed hereto in duplicate originals the day, month, and year first herein written.

BOARD OF EDUCATION OF ROWAN COUNTY

BY: Larry Coldiron
CHAIRMAN

DATE: 12-4-2012

COMMONWEALTH OF KENTUCKY)
) Sct.
COUNTY OF ROWAN)

Subscribed and sworn to before me by Larry Coldiron, Chairman, Rowan County Board of Education, on this 4th day of December, 2012.

My commission expires: 11-24-15.

Linda Bradley (Notary ID: 454070)
NOTARY PUBLIC

ATTEST:
Naomi Moore
SECRETARY

L.C.
Chairperson - Initials

MM
Superintendent - Initials

MARVIN MOORE, SUPERINTENDENT

COMMONWEALTH OF KENTUCKY)
) Sct.
COUNTY OF ROWAN)

Subscribed and sworn to before me by Marvin Moore, Superintendent, Rowan County Schools, on this 4th day of December, 2012.

My commission expires: 11-24-15.

Linda Bradley (Notary ID: 454070)
NOTARY PUBLIC

L.C.
Chairperson - Initials

MM
Superintendent - Initials

ROWAN COUNTY PUBLIC SCHOOLS
MOREHEAD, KENTUCKY
CONTRACT EMPLOYING SUPERINTENDENT

This CONTRACTUAL AGREEMENT, made and entered into this 16th of June, 2009, by and between the BOARD OF EDUCATION OF ROWAN COUNTY (hereinafter "BOARD"), and MARVIN MOORE (hereinafter "SUPERINTENDENT"), and authorized by action at a lawful meeting of the BOARD held on the 16th day of June, 2009.

W I T N E S S E T H :

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

IT IS AGREED:

A. TERM OF EMPLOYMENT
The SUPERINTENDENT is hereby hired and retained for a term commencing on July 1, 2009, to June 30, 2013, as Superintendent for the Rowan County Public Schools, Morehead, Kentucky.

B. Duties
The duties and responsibilities of the SUPERINTENDENT shall be all those duties incident to the office of Superintendent imposed by the law 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.

C. COMPENSATION
The base salary for serving as SUPERINTENDENT shall be one hundred fourteen thousand five hundred eighty dollars ($114,580) per school year.

The annual base salary of one hundred fourteen thousand five hundred eighty dollars ($114,580) shall be paid in equal installments in accordance with the policy of the BOARD governing payment of salary to other certified employees in the School District.

The BOARD retains the right to adjust the annual salary of the SUPERINTENDENT during the term of this AGREEMENT, provided that any salary adjustment does not reduce the annual salary for the SUPERINTENDENT below the figure and provisions stated in this AGREEMENT and provided that the SUPERINTENDENT shall receive an increase each year of this CONTRACT no less than the increase provided to other certified employees of the BOARD. Any adjustment in salary or

fringe benefits made during the life of this AGREEMENT shall be in the form of an amendment and shall become a part of this AGREEMENT.

The BOARD shall evaluate and assess in writing the performance of the SUPERINTENDENT at least once a year during the term of this AGREEMENT. This evaluation and assessment shall be reasonably related to the position description of SUPERINTENDENT and the goals and objectives of the School District for the period in question. The SUPERINTENDENT shall submit to the BOARD a recommended format for this written evaluation and assessment. The BOARD shall meet and discuss the evaluation format with the SUPERINTENDENT, attempting in good faith to agree on the development and adoption of a mutually agreeable evaluation format.

D. FRINGE BENEFITS

1) The SUPERINTENDENT shall work two hundred fifty-five (255) days per school year with full pay. The SUPERINTENDENT shall have holidays and other days off throughout the school year provided for other twelve (12) month certified employees and shall be paid upon request for forty-five (45) vacation days not taken over the past four years.

2) All or part of vacation and holidays shall be taken or used at the discretion of the SUPERINTENDENT.

3) The SUPERINTENDENT shall receive the same sick leave benefits (10 days per school year), personal leave benefits (3 days per school year), and emergency leave benefits (3 days per school year) as provided other certified employees in the School District and subject to the same BOARD policies as applicable to other certified employees of the School District.

4) The SUPERINTENDENT will be provided by the school district a cell telephone. The costs associated with the purchase, maintenance, and operation of this telephone will be paid by the school district.

5) The SUPERINTENDENT will be furnished with a vehicle.

E. PROFESSIONAL ACTIVITIES

The SUPERINTENDENT shall be encouraged to attend appropriate professional meetings at the local, state, and national levels. Within budget constraints, all expenses for meetings and conventions at the area, regional, state, and national levels shall be paid by the BOARD; state and national professional dues shall be paid by the BOARD.

F. 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 comply with KRS 160.350.

G. NOTICE

Any notice or communication permitted or required under this AGREEMENT shall be in writing and shall become effective on the day of mailing thereof by first class mail, registered or certified mail, postage prepaid, addressed:

If to the BOARD, address to:

Chairperson, Board of Education
Rowan County Public Schools
121 East Second Street
Morehead, KY 40351-1669

If to the SUPERINTENDENT, address to:

Superintendent
Rowan County Public Schools
121 East Second Street
Morehead, KY 40351-1669

H. TERMINATION OF EMPLOYMENT AGREEMENT

This AGREEMENT may be terminated as per the BOARD's policy and under State statutory law and pertinent case decisions and shall also include the following:

a. By expiration of its term;
b. Mutual agreement of the parties;
c. Discharge for cause.

I. 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.

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

BOARD OF EDUCATION OF ROWAN COUNTY

BY: Larry Colderon
CHAIRPERSON

ATTEST:

Linda Bradley
SECRETARY

Marvin Moore
MARVIN MOORE, SUPERINTENDENT

COMMONWEALTH OF KENTUCKY)
) Sct.
COUNTY OF ROWAN)

Subscribed and sworn to before me by Larry Coldiron, Chairman, Rowan County Board of Education, and Marvin Moore, on this 16th day of June, 2009.

My commission expires: 11-24-11, 2009.

Linda Bradley
NOTARY PUBLIC