

CONTRACT FOR EMPLOYMENT

SUPERINTENDENT FOR RUSSELL COUNTY SCHOOL SYSTEM

THIS CONTRACT FOR EMPLOYMENT, made and entered into this 28th day of June, 2013, by and between **RUSSELL COUNTY BOARD OF EDUCATION**, (hereinafter called the "**BOARD**"), and **MICHAEL FORD**, Post Office Box 213, Russell Springs, Kentucky 42642 (hereinafter called the "**SUPERINTENDENT**");

WHEREAS, this Contract for Employment is made in accordance with the action of the Russell County Board of Education pursuant to vote taken during a regular monthly meeting held on June 17, 2013, whereby the Board employed **MICHAEL FORD** as Superintendent of the **RUSSELL COUNTY SCHOOL SYSTEM**, in accordance with the provisions set forth herein; and

WHEREAS, the parties agree that the Superintendent shall perform the duties of the Superintendent of Schools in and for the Russell County School District as prescribed by the laws of the Commonwealth of Kentucky and the rules and regulations made thereunder by the Board of Education, as well as the local Board regulations and all other applicable law as relates to the duties and obligations of a Superintendent of Schools, which shall include, but not be limited to, any directions or orders of the Kentucky Department of Education.

NOW, THEREFORE, the Board and Superintendent agree as follows:

1. TERM OF CONTRACT:

The term of this Contract for Employment shall commence on July 1, 2013 and shall terminate on June 30, 2017. The terms, provisions and conditions of this Contract shall continue in effect unless either party gives written notice to the other party within sixty (60) days of any termination date of its decision to terminate this contract.

2. PROFESSIONAL CERTIFICATION AND RESPONSIBILITIES OF SUPERINTENDENT:

- a. CERTIFICATION** - The Superintendent shall hold a valid Certificate of Administration and Supervision issued by the Commonwealth of Kentucky.
- b. DUTIES** - The Superintendent shall perform the duties of Superintendent of Russell County Schools in and for said district as prescribed by the laws of the State of Kentucky and the rules, regulations and policies made thereunder by the Board of Education of said district.
- c. OUTSIDE ACTIVITIES** - The Superintendent shall devote all or substantially all of his time, attention and energy to the business of the school district.

Superintendent may lecture, engage in writing activities and speaking engagements, and engage in other activities which are of a short-term duration at his discretion, so long as such activities do not interfere with his duties as Superintendent.

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 leave time for the Superintendent to attend such meetings, for the Board to pay the necessary fees and travel, lodging and food expenses as may be approved by the district or as may be set forth in local Board policy. Likewise, 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.

3. COMPENSATION:

The Board shall pay the Superintendent an annual salary of **NINETY-FIVE THOUSAND and 00/100 (\$95,000.00) DOLLARS**, to be paid in installments the same as all other district certified employees. This salary represents a 240 day annual contract with \$ 52,299.00 for 185 days service, \$ 15,548.00 for 55 days service, and \$27,153.00 for extended service, for a total annual

salary of \$ 95,000.00. The Superintendent's salary may be increased in the future upon action of the Board. Any days of service or work performed by the Superintendent in excess of 240 days per year shall be paid at the normal daily rate of pay.

4. VACATION AND OTHER BENEFITS:

- a. VACATION** - It is understood and agreed that the Superintendent shall observe and be compensated vacation and holidays the same as the other twelve month employees of the District. It is understood that the Superintendent's vacation days shall not be accumulated and used in any successive year.
- b. SICK DAYS** - The Superintendent shall have ten (10) sick days annually. Unused sick days may accumulate without limit.
- c. HEALTH INSURANCE** - It is acknowledged that the Superintendent shall participate in the State Family Health Insurance Plan as jointly supported by the Russell County School System and the Commonwealth of Kentucky and the school system shall pay the premiums for the family health insurance coverage for the Superintendent. The Superintendent shall have the option during the term of this contract, or any extension thereof, to elect to participate in a

family dentist and long term health insurance plan and, upon such election, the school system shall provide the costs of such premiums.

- d. **EXPENSES** - Board shall pay or reimburse Superintendent for reasonable expenses by Board and incurred by Superintendent in the continuing performance of his duties under this Employment Agreement.
- e. **PROFESSIONAL DUES** - The Board recognizes the mutual benefits derived by the Superintendent and the Board from the Superintendent's membership in certain professional organizations. The Board agrees to pay these dues for the following professional organizations: **KASA and KASS**.
- f. **RETIREMENT BENEFITS** - The Superintendent shall have the same retirement benefits as provided for Superintendents under the Kentucky Teachers Retirement System.

5. EVALUATION:

The Board shall devote a portion or all of one meeting, at least annually, to an evaluation of the Superintendent's performance and to a discussion of the working relationship between the Superintendent and the Board. Such annual discussion shall be held in executive session at a Board meeting in June of

each year. All aspects of these discussions shall be treated confidentially by the Board. In addition, the Board and the Superintendent shall communicate their views with respect to renewal of the Superintendent's contract within the (10) days following the evaluation.

6. TERMINATION OF EMPLOYMENT AGREEMENT:

This Contract of Employment may be terminated by:

- a. Mutual agreement by the Parties;
- b. Disability of the Superintendent;
- c. Death of Superintendent; or
- d. Discharge for cause as provided by law;
- e. Provided, however, that should the Superintendent not seek another contract he shall so notify the Board no later than May 1, 2017.

7. PROFESSIONAL LIABILITY:

BOARD agrees that is shall defend SUPERINTENDENT from any and all demands, claims, suits, action and legal proceedings brought against SUPERINTENDENT in his or her individual capacity, or in his or her official capacity as agent and employee of the BOARD, provided the incident arose while SUPERINTENDENT was acting within the scope of his or her employment and excluding criminal litigations, to the extent liability coverage is within the authority of the school board to provide under State law.

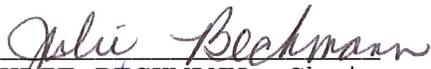
8. **USE OF VEHICLE:** The Board recognizes that the duties and responsibilities of the Superintendent require travel on a daily basis, both within and outside the district. The Superintendent shall have access to, and possession and use of, a motor vehicle owned by the Russell County school district for his travels in carrying out his duties as Superintendent and attending school related functions, meetings and activities.

9 **SAVINGS CLAUSE:**

If, during the term of this Contract it is found that a specific clause of the Agreement is illegal under federal or state law, the remainder of the Contract not affected by such a ruling, shall remain in force.

WITNESS OUR HANDS, the day and date first above written.

**THE BOARD OF EDUCATION OF
RUSSELL COUNTY, KENTUCKY**



JULIE BECKMANN, Chairperson



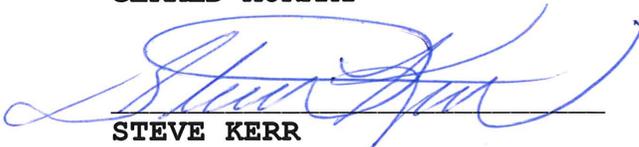
MICHAEL FORD



WAYNE GOSSER



GERALD MURRAY



STEVE KERR



BRENDA HIGGINBOTHAM