

SUPERINTENDENT CONTRACT BY AND BETWEEN
BOYD L. RANDOLPH
AND THE
SOMERSET INDEPENDENT BOARD OF EDUCATION

THIS EMPLOYMENT CONTRACT is made and entered into this 10th day of July, 2011, by and between the Somerset Independent Board of Education ("District") and Boyd L. Randolph ("Superintendent").

The District and the Superintendent agree as follows:

1. TERM

District, in consideration of the promises of Superintendent stated in this contract, employs Superintendent, and Superintendent accepts employment as Superintendent of Schools for a term commencing on the 1st day of July, 2011, and ending on the 30th day of June, 2015. The District may, by specific action and with the consent of the Superintendent, extend the termination date of the existing contract to the full extent permitted by State law.

2. PROFESSIONAL CERTIFICATION AND RESPONSIBILITIES OF SUPERINTENDENT

A. CERTIFICATION: Superintendent shall hold a valid certificate issued by the Kentucky Department of Education that qualifies the Superintendent for the position.

B. DUTIES: Superintendent shall have charge of the administration of the Schools under the direction of the Board. The Superintendent shall be chief executive officer of the Board; shall be responsible for implementation of Board policies; shall direct and assign teachers and other employees of the Schools under the Superintendent's supervision; shall organize, reorganize and arrange the administrative and supervisory staff, including instruction and business affairs,

as best serves the District; shall submit a written Superintendent's progress report to the Board, on a quarterly basis, which shall be reviewed quarterly with the Board concerning the progress made by the Superintendent toward the goals which have been or may be established by the Board from time to time, including, without limitation, those which appear on document attached hereto as Exhibit "A," incorporated by reference the same as though copied at length; shall from time to time suggest regulations, rules and procedures deemed necessary for the well ordering of the School District, and in general perform all duties that are by law incident to the office of the Superintendent and such other duties as may be prescribed by the Board from time to time. The Board, individually and collectively, shall promptly refer appropriate criticisms, complaints, and suggestions called to its attention to the Superintendent for study, recommendation, or appropriate action. The Superintendent shall attend all Board meetings and Board committee meetings.

- C. **OUTSIDE ACTIVITIES:** The Superintendent agrees to devote his time, skill, labor, and attention to said employment during the term of this contract. However, the Superintendent may undertake consultative work, speaking engagements, writing, lecturing, teaching, or other professional duties and obligations, which do not impede or conflict with the Superintendent's duties.

3. PROFESSIONAL GROWTH OF SUPERINTENDENT

District 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 operation, programs, and other activities conducted or sponsored by local, state, and national school administrators and school board associations.
- B. Seminars and courses offered by public or private educational institutions; and
- C. Informational meetings with other persons whose particular skills or backgrounds would serve to improve the capacity of Superintendent to perform his professional responsibilities for District.

In its encouragement, District shall permit a reasonable amount of release time for Superintendent to attend to such matters and shall pay for the necessary fees for travel and subsistence expense, as approved by the District in the annual budget.

4. COMPENSATION

SALARY: District shall pay Superintendent at an annual salary of \$110,000.00 for this term. This annual salary shall be paid to Superintendent in regular installments in accordance with the schedule of salary payments in effect for other certified employees. The Board, based upon its evaluation of the Superintendent, may adjust the salary of the Superintendent during the terms of this contract, 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 contract shall be in the form of an amendment to this contract, but it shall not be deemed that the Board and Superintendent have entered into a new contract, nor shall it be deemed that the termination date of the existing contract has been extended.

5. VACATION AND OTHER BENEFITS

- A. Superintendent shall be entitled to all the benefits applicable to twelve (12) month administrative employees as are incident to their employment relationship with the District, including but not limited to, emergency leave, leave for jury duty, personal leave and sick leave and benefits, any other forms of insurance protection, retirement program, and other administrative employee benefits. The District shall further provide for the Superintendent a health insurance policy similar to or with the same carrier as other District employees.
- B. District shall pay 100% (pro-rated) of Superintendent's membership charges to the following professional association: Kentucky Association of School Administrators, and Kentucky Association of School Superintendents, in which membership is necessary to maintain and improve Superintendent's professional skills, as permitted by State law and as approved by the District in the annual budget.
- C. For the purpose of this agreement, it shall be determined that the Superintendent is responsible for 240 days of employment per year.

6. EXPENSES

District shall pay or reimburse Superintendent for reasonable expenses approved by the District and incurred by the Superintendent in the continuing performance of his duties under this Employment Agreement.

7. PROFESSIONAL LIABILITY

District agrees that it shall defend Superintendent from any and all demands, claims, suits, actions and legal proceedings brought against Superintendent in his individual capacity, or in his official capacity as agent and employee of District, provided the incident arose while Superintendent was acting within the scope of his employment and excluding criminal litigation or intentional wrongful acts, to the extent liability coverage is in force and is within the authority of the School Board to provide under State law.

8. EVALUATION

The Board shall evaluate and assess, in writing, the performance of Superintendent at least once each year during the term of this contract. In addition to such written evaluation, the Superintendent shall submit to the Board a written progress report, each calendar quarter, concerning the progress which the Superintendent has made toward the established goals and aspirations identified for the Superintendent on Exhibit "A" and as may be extended or modified by the Board from time to time. The Board shall meet with the Superintendent quarterly for the purpose of evaluating such progress. These evaluations and assessments shall be reasonably related to the position description of Superintendent and the goals and objectives of the District for the period in question. Superintendent shall submit to the Board a recommended format for these written evaluations and assessments. The Board shall meet and discuss the evaluation format with the Superintendent, attempting in good faith to agree on the development and adoption of mutually agreeable evaluation format.

9. TERMINATION OF EMPLOYMENT CONTRACT

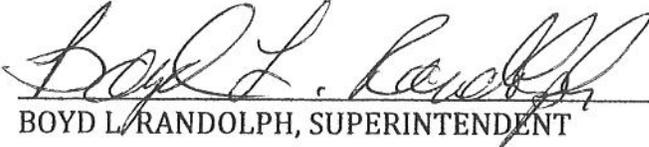
The Employment Contract may be terminated by:

- A. Mutual agreement of the parties;
- B. Retirement of Superintendent;
- C. Disability or death of Superintendent;
- D. Discharge for cause, in accordance with applicable law. Notice of discharge for cause shall be given in writing and Superintendent shall be entitled to appear before the Board to discuss such causes. If Superintendent chooses to be accompanied by legal counsel at such meeting, he shall bear any costs involved. The meeting shall be conducted in closed, executive session. The Superintendent shall be provided a written decision describing the results of the meeting.
- E. The parties do acknowledge that, pursuant to KRS 160.350, a Superintendent may be discharged upon a vote of four Board members. To the extent that such discharge may be inconsistent with any other provision for termination contained herein, such discharge shall be deemed to be in addition thereto and in lieu of any such other requirement. Nothing herein shall be deemed to have modified or decreased any right of the Board of Education to discharge a Superintendent as provided by statute.

IN TESTIMONY WHEREOF, witness the signatures of the parties hereto, the day and year first above written.

SOMERSET INDEPENDENT BOARD OF EDUCATION

BY: _____
CHAIRPERSON



BOYD L. RANDOLPH, SUPERINTENDENT

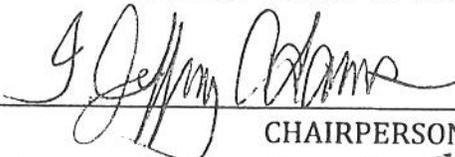
ADDENDUM TO
SUPERINTENDENT CONTRACT BY AND BETWEEN
BOYD L. RANDOLPH
AND THE
SOMERSET INDEPENDENT BOARD OF EDUCATION

THIS ADDENDUM TO THE SUPERINTENDENT CONTRACT is made and entered into this 10th day of July, 2012, by and between the Somerset Independent Board of Education ("District") and Boyd L. Randolph ("Superintendent").

The District and the Superintendent agree that of Superintendent's total work days per year (240), five (5) days may be taken as vacation days with full pay/benefits at his discretion, provided the days are scheduled in such a manner as to not unduly interfere with his performance of important duties.

This Addendum has been approved by the Board of Education at a duly convened open session, this 10th day of July, 2012.

SOMERSET INDEPENDENT BOARD OF EDUCATION

BY: 
CHAIRPERSON


BOYD L. RANDOLPH, SUPERINTENDENT

SECOND ADDENDUM
(AMENDMENT)
EMPLOYMENT CONTRACT
BOYD L. RANDOLPH AS SUPERINTENDENT
SOMERSET INDEPENDENT BOARD OF EDUCATION

THIS SECOND ADDENDUM (AMENDMENT) to the Employment Contract between the Somerset Independent Board of Education ("District") as employer and Boyd L. Randolph ("Superintendent") as employee, is made and entered into this __ day of June, 2013.

WHEREAS, the District and the Superintendent entered into an initial contract of employment on the 1st day of July, 2011, and which contract was modified by an Addendum (First Addendum) dated the 10th day of July, 2012;

AND WHEREAS, the parties have reviewed the performance of the Superintendent as required by statute and regulation, and have determined that the contract of employment should be amended;

NOW THEREFORE, it is hereby agreed that the "Superintendent Contract" of 1 July, 2011, as clarified and amended by the Addendum of 10 July, 2012, is and shall be amended to reflect that the annual COMPENSATION (SALARY) set forth on page 3, paragraph 4, be amended to reflect an increase of 3% (\$3,300.00) for the employment year beginning 1 July, 2013, and thereafter.

All other provisions of the "Superintendent Contract" as previously amended are hereby ratified and reaffirmed.

SOMERSET INDEPENDENT BOARD OF SUPERINTENDENT
EDUCATION, EMPLOYER

EMPLOYEE



CHAIRPERSON


BOYD L. RANDOLPH