

*Current Superint. Contract  
approved by Board  
June 14, 2012*

**TODD COUNTY SCHOOLS  
ELKTON, KENTUCKY  
CONTRACT EMPLOYING SUPERINTENDENT**

This CONTRACT and AGREEMENT, made and entered into this \_\_\_\_ day of June, 2012, by and between the BOARD OF EDUCATION OF TODD COUNTY, KENTUCKY (hereinafter the "BOARD"), and B. WAYNE BENNINGFIELD (hereinafter "SUPERINTENDENT"), and authorized by action at a lawful meeting of the BOARD held on the 14<sup>th</sup> day of June, 2012;

**WITNESSETH:**

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

IT IS AGREED:

1. TERM OF EMPLOYMENT

SUPERINTENDENT is hereby hired and retained for a term commencing on July 1, 2012, and continuing through June 30, 2015, as Superintendent of Schools for the Todd County Schools, Elkton, Kentucky.

2. CERTIFICATE

The SUPERINTENDENT shall furnish to the BOARD, prior to the commencement of this Contract, a valid and appropriate certificate to act as superintendent in accordance with the laws of the Commonwealth of Kentucky and is directed by the BOARD, and comply with KRS 160.350.

3. 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 policy; shall organize, reorganize, and arrange the administrative and supervisory staff, including instruction and business affairs, as best serves the school district; shall from time to time suggest policies 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 all 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 committee meetings unless excused for just cause or is otherwise permitted or made necessary as a matter of law.

4. OUTSIDE ACTIVITIES

SUPERINTENDENT shall devote his professional time, attention, and energy exclusively to the business of the school district. However, the SUPERINTENDENT and the BOARD recognize the advisability and on occasion, the necessity of SUPERINTENDENT attending 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 time for the SUPERINTENDENT to attend such meetings; and, for the BOARD to pay for necessary fees, travel and subsistence expenses as may be approved by the BOARD or as may be set forth in local Board policy. This

provision shall be limited to seminars, courses, or programs that would be for the benefit of the Todd County Schools. The BOARD retains the ultimate discretion to determine whether or not the SUPERINTENDENT should attend and the amount of payment to defray reasonable and necessary travel and subsistence expenses.

In the event the SUPERINTENDENT elects to attend any function, meeting, seminar, or program wherein he is compensated as a lecturer, consultant, or for such attendance, the time involved with such functions shall not be considered as a part of the required working days and the BOARD shall not pay the SUPERINTENDENT's expenses involved with such functions.

5. PROFESSIONAL GROWTH OF SUPERINTENDENT

The BOARD encourages the continuing professional growth of the SUPERINTENDENT through:

- (a) The operations, program 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) Information meetings with other persons whose particular skills or backgrounds would serve to improve the capacity of the SUPERINTENDENT to perform the professional responsibilities for the Board.

In its encouragement, the BOARD shall permit a reasonable amount of release time for the SUPERINTENDENT to attend to such matters and shall pay for the necessary fees for travel and subsistence expenses, as approved by the BOARD in the annual budget or otherwise by specific BOARD action.

6. COMPENSATION

The salary paid by the BOARD shall be \$95,000.00 per school year. The salary shall be paid in installments on the 25<sup>th</sup> day of each month in a fashion consistent with local board policy for the payment of employee compensation.

The SUPERINTENDENT shall not be entitled to the annual cost of living or across the board raises in compensation afforded other employees of the BOARD. The BOARD, based upon its evaluation of the SUPERINTENDENT, may adjust the salary of the SUPERINTENDENT during the term of this AGREEMENT, 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 AGREEMENT shall be in the form of an amendment to this AGREEMENT. Any such adjustment shall become part of this AGREEMENT, but shall not be deemed a new AGREEMENT, nor shall it be deemed that the termination date of the existing AGREEMENT has been extended, without an amendment specifically relating to the term hereof. Although the SUPERINTENDENT's salary may be increased at the discretion of the BOARD, this provision shall not be construed as an expectation by the SUPERINTENDENT that any such increase will occur. The BOARD, shall, at least on an annual basis, conduct an evaluation of the SUPERINTENDENT. Any modification of the compensation paid hereunder shall be as a result of such annual evaluation.

The term of this AGREEMENT may be extended, if appropriate, by the mutual agreement of the parties hereto and upon Board action consistent with applicable statutes regulating the SUPERINTENDENT's term of office.

7. WORKING DAYS AND BENEFITS

a. Working Days---It is understood and agreed the SUPERINTENDENT from July 1 through June 30 during the term of this AGREEMENT, shall be required to work 240 working days. In the event the SUPERINTENDENT elects to be away from the job for five (5) or more days consecutively, such absence shall be subject to BOARD approval. A record shall be maintained in the minutes of the Board of Education, noted in those of the next regularly-scheduled meeting after said days are taken.

b. Leaves---The SUPERINTENDENT shall accrue all leave days as authorized by Board Policy for certified employees. This accrual of leave days shall be consistent with statutes of Commonwealth of Kentucky.

c. Health and Dental Insurance---The BOARD shall provide the same health and dental insurance coverage as provided all certified employees.

d. Expenses---The BOARD shall reimburse SUPERINTENDENT for reasonable expenses approved by BOARD and incurred by SUPERINTENDENT in the performance of his duties pursuant to this AGREEMENT, as determined by the BOARD and consistent with Board Policy.

e. Professional Dues---The BOARD recognizes the mutual benefit derived by the SUPERINTENDENT and the BOARD from the SUPERINTENDENT's membership in and active participation in certain professional organizations. The BOARD agrees to pay dues for the Kentucky Association of School Superintendents (KASS), the Kentucky Association of School Administrators (KASA); and, or, other national dues as may be appropriate.

f. Automobile Expenses---The SUPERINTENDENT shall be reimbursed for personal automobile expenses, pursuant to the Board Policy, for mileage actually traveled in his personal automobile on Board business.

g. Retirement Benefits---The SUPERINTENDENT shall have the same retirement benefits provided certified employees participating in the Kentucky Teachers Retirement System and as authorized and required in Board policy and pursuant to the laws of Commonwealth of Kentucky.

8. TERMINATION OF EMPLOYMENT AGREEMENT

This AGREEMENT may be terminated pursuant to the Board's Policy and shall also be terminated in the event of one or more of the following:

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

9. BOARD POLICY

The SUPERINTENDENT's duties and obligations are governed by Board policy, unless otherwise specifically modified herein.

All benefits of the SUPERINTENDENT are specifically discussed in this AGREEMENT and, are, as appropriate, in addition to any general policy which might be in existence for other employees and limited by the specific terms of this AGREEMENT.

10. SAVINGS CLAUSE

If, during the term of this AGREEMENT, it is found that a specific clause or section of this AGREEMENT is illegal or unenforceable pursuant to federal or state

law, the remainder of the AGREEMENT, not affected by such invalidity shall remain in force and effect.

11. PROFESSIONAL LIABILITY

The BOARD agrees the SUPERINTENDENT shall be a covered insured in his official and individual capacity under any and all liability insurance policies or insurance programs, trust programs in which the school district is a participant as to any and all demand, claims, suits, actions and legal proceedings brought against the SUPERINTENDENT provided the incident arose while the SUPERINTENDENT was acting within the scope of his employment and excluding criminal litigation and intentional acts, to the extent liability coverage is within the authority of the BOARD to provide under state and federal law.

12. NOTICE

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

(a) If to the BOARD addressed to: Chairman, Board of Education, Todd County Schools, 205 Airport Road, Elkton, KY 42220;

(b) If to the SUPERINTENDENT addressed to: B. Wayne Benningfield,  
\_\_\_\_\_, Elkton, KY 42220.

13. MISCELLANEOUS

This AGREEMENT has been executed in the Commonwealth of Kentucky, and shall be governed by 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 set forth thereunder, text shall control.

This AGREEMENT shall be executed in duplicate originals.

This AGREEMENT contains the terms agreed upon by the parties, superseding all prior discussions and oral agreements, arrangements or communications between the parties concerning the subject matter hereof.

In TESTIMONY WHEREOF, the BOARD AND 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 TODD COUNTY**

BY: Matt Perry  
MATT PERRY, CHAIRPERSON

ATTEST:

Vivian Templeman  
VIVIAN TEMPLEMAN  
ASSISTANT SECRETARY

**SUPERINTENDENT:**

BY: B. Wayne Benningfield  
B. WAYNE BENNINGFIELD

COMMONWEALTH OF KENTUCKY )  
 )SCT  
COUNTY OF TODD )

SUBSCRIBED and ACKNOWLEDGED to before me by MATT PERRY,  
Chairman, Todd County Board of Education, and attested as his act in that capacity by  
VIVIAN TEMPLMEN, Assistant Secretary, on this 14<sup>th</sup> day of  
June, 2012.

My Commission Expires: 8/28/2014

  
\_\_\_\_\_  
NOTARY PUBLIC

COMMONWEALTH OF KENTUCKY )  
 )SCT  
COUNTY OF TODD )

SUBSCRIBED and ACKNOWLEDGED to before me by B. WAYNE  
BENNINGFIELD, on this 14 day of June, 2012.

My Commission Expires: 7/28/2014

  
\_\_\_\_\_  
NOTARY PUBLIC