

SUPERINTENDENT'S EMPLOYMENT CONTRACT  
WITH THE TRIGG COUNTY BOARD OF EDUCATION

THIS EMPLOYMENT CONTRACT made and entered into the 22nd day of April, 2010, at Cadiz, Trigg County, Kentucky, by and between the TRIGG COUNTY BOARD OF EDUCATION as governing body for the Trigg County School District, and Travis Hamby, the Superintendent.

WHEREAS, the Board desired to provide the Superintendent with a written employment contract in order to enhance administrative stability and continuity within the Trigg County School System:

NOW, THEREFORE, the Board and the Superintendent for the consideration specified in this agreement agree as follows:

1. TERM

The Board in consideration of the promises contained in this agreement by the Superintendent accepts employment as Superintendent of Schools for the Trigg County School District for a term commencing on the first day of July 2010 and ending four (4) years later on June 30, 2014.

2. COMPENSATION

The salary for the 2010-2011 school-year will be one hundred five thousand dollars (\$105,000.00). Each subsequent year of the term will be the previous year's salary, plus an amount not less than the percentage increase given to all certified employees, contingent upon satisfactory job performance.

The annual salary will be paid to the Superintendent in monthly installments of one-twelfth (1/12) or one-twenty-fourth (1/24) of the annual salary rate, according to the usual approved payment dates for other administrative employees of the School District who are employed on a twelve (12) month basis.

3. PROFESSIONAL CERTIFICATION AND RESPONSIBILITIES OF SUPERINTENDENT

The Superintendent shall hold a valid certificate issued by the Commonwealth of Kentucky qualifying him to serve as Superintendent of Schools within the Commonwealth of Kentucky. He shall furnish to the Board evidence of his maintaining such certificate.

The Superintendent shall have charge of the administration of the Trigg County School System under the direction of the Board and in general perform all duties incident to the office of the Superintendent imposed by law and regulations of the Commonwealth of Kentucky and in keeping with Board policy and such other duties as may be prescribed by the Board or by state or federal statute, rule, or regulation from time to time.

The Board encourages the Superintendent to attend such professional meetings as are necessary to enhance the educational system of the Trigg County School District and as will enhance the Superintendent's professional growth, and as are approved by the Board and the Board will reimburse the actual and necessary expenses of attending the professional meetings in accordance with Board policy.

The Board expects the Superintendent to continue his professional development and expects him to participate in relevant learning experiences, which he and the Board believe will do so. The Board will have ultimate discretion in determining the Superintendent's attendance and amount of funds to defray reasonable and necessary travel and subsistence expenses for such meetings. The Board also expects the Superintendent to become actively involved in the Trigg County community. The Board views the Superintendent as the public representative of the school system and of the Board in the community.

The Superintendent shall devote such time and energies as are necessary to perform the duties of Superintendent. The duties generally will be performed during normal business hours, but it is expressly agreed that the duties of this position will require the Superintendent to work during times other than normal business hours and the Superintendent agrees that he will devote his full time and attention to the job of Superintendent of Schools and will not undertake any outside employment or self-employment which interferes with his obligation. Any such outside or self-employment would require prior approval of the Board.

If the Superintendent elects to attend any function, meeting, seminar, or program in which he is compensated as a lecturer or consultant, the time involved with such functions shall not be considered as part of the two hundred forty (240) required working days and the Board will not pay the Superintendent's expenses involved with such functions.

Each school year from July 1 through June 30 during the term of his agreement shall consist of two hundred forty (240) workdays. If the Superintendent elects to be away from work for five (5) or more days consecutively, this shall be subject to Board Approval. Days not worked by the Superintendent shall be noted in the minutes of the next regularly scheduled Board meeting after the days are taken. The Superintendent shall give reasonable prior notice to the Board Chairperson prior to being away from work for five (5) or more days consecutively.

The Board may name the Superintendent to serve as Secretary of the Board and if so, the Superintendent will receive no additional compensation as provided in KRS 106.440.

#### 4. HOLIDAYS, SICK LEAVE, EXPENSES AND RETIREMENT

The Board shall provide the Superintendent with all benefits applicable to other administrative employees who work two hundred forty (240) days per year in accordance with Board Policy.

The Superintendent shall be entitled to the use of the accumulation of sick leave in accordance with Board policy and state law for certified employees within the Trigg County School System.

The Board will pay or reimburse the Superintendent for reasonable expenses approved by the Board and incurred by the Superintendent in the continuing performance of his duties under this agreement as determined by the Board and in accordance with Board policy.

The Board will pay the Superintendent's annual dues to the Kentucky Association of School Superintendents. The Superintendent will pay his own dues to the Kentucky Association of School Administrators.

The Superintendent will have the same retirement benefits as provided certified employees under

the Kentucky Teachers Retirement System and as provided in Board policy, including the application of unused sick leave consistent with Board policy and state law.

5. MEDICAL EXAMINATION

During the term of this Contract, upon request of the Board, the Superintendent agrees to submit to a comprehensive medical examination by a physician agreed to by the Superintendent and the Board. This physician's statement certifying to the physical and mental competency of the Superintendent shall be filed with the chairman of the Board and shall be treated a confidential information. The cost of the medical examination shall be borne by the Board.

The Superintendent's signature on this Contract shall serve as authorization for the release of the physician's statement to the Board on a confidential basis. Further, the Superintendent shall sign a medical and psychological release to serve as authorization for release of the physician's statement to the board on a confidential basis.

6. EVALUATION

The Board shall evaluate and assess the performance of the Superintendent at least once a year during the term of this Contract. This evaluation will ordinarily take place during the first part of the calendar year. This evaluation and assessment shall be reasonable related to the Duties of Superintendent as set out in Board Policy and the goals and objectives of the Board for the year in question. The Superintendent will have direct input in any revisions of the duties. At least once each fiscal year, the Board and the Superintendent shall meet in executive session to the extent allowed by law for the purpose of evaluation of the performance of the Superintendent. In order to assist the new Superintendent, the Board may hold an initial meeting in the nature of evaluation and goal setting. This meeting may result in a formal evaluation or may result only in a statement of goals and objectives for the coming year.

7. TERMINATION OF CONTRACT

This Employment Contract may be terminated as follows:

- A. By expiration of its term.
- B. By written mutual agreement of the parties.
- C. Upon physical and/or mental disability of the Superintendent, which may be confirmed by the physician's statement, referred to above.
- D. Discharge for cause, including but not limited to, breach of the terms of this Contract, violation of Board policy, immorality, dishonesty, misconduct in office, incompetence, or neglect of duty, as well as any other statutory grounds for termination.

8. RESIDENCY

The Superintendent and his family will maintain permanent residency in Trigg County, Kentucky during the tenure of this contract with permanent residency in Trigg County to begin on or before December 30, 2010. In the event that Superintendent has been unable to move his permanent residence within this time period despite his good faith efforts to do so, he may request an extension of time which

the Board will consider, but will be under no obligation to grant.

9. BOARD POLICY

The Superintendent's duties and obligations are governed by Board policy unless otherwise specifically modified in this Contract. All benefits of the Superintendent are specifically spelled out in this agreement and override any general policy of the Board, which might be in existence for any other employees.

10. SAVINGS CLAUSE

If it is found that a specific clause or portion of the Contract is illegal, the remainder of the Contract shall remain in full force and effect.

11. MISCELLANEOUS

The Board will provide professional liability insurance coverage for the Superintendent to the same extent that the Board has liability insurance for itself.

This contract has been executed in Kentucky and shall be governed in accordance with the laws of the Commonwealth of Kentucky.

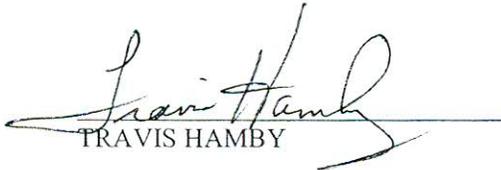
This Contract may be executed in duplicate originals and will still consist of a single contract.

This contract contains all the terms agreed upon by the parties with respect to its subject matter and supersedes all prior agreements, arrangements, and communications between the parties concerning its subject matter, whether oral or written.

The attorney preparing this document represents the Trigg County Board of Education and does not represent the Superintendent in this matter.

IN WITNESS WHEREOF, the Board has caused this Employment Contract to be approved by its duly authorized Chairman and the Superintendent has approved this Employment Contract effective on the day and year specified above.

SUPERINTENDENT

  
TRAVIS HAMBY

TRIGG COUNTY BOARD OF EDUCATION

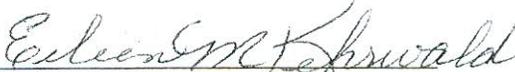
BY:

  
MIKE DAVIS-As Chairman of and on behalf of  
the Trigg County Board of Education.

Commonwealth of Kentucky  
Trigg County

Sworn, subscribed and acknowledged to me by Travis Hamby, on this the 22 day of April, 2010.

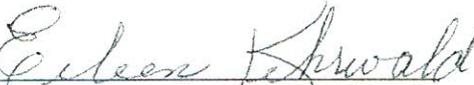
My commission expires: 11-15-10.

  
NOTARY PUBLIC, STATE AT LARGE

Commonwealth of Kentucky  
Trigg County

Sworn, subscribed and acknowledged to me by Mike Davis, as Chairman of and on behalf of the Trigg County Board of Education on this the 22 day of April, 2010.

My commission expires: 11-15-10.

  
NOTARY PUBLIC, STATE AT LARGE

This employment Contract was approved by vote of the Trigg County Board of Education at a regularly held public meeting on the 22nd day of April, 2010, which approval is duly recorded in the minutes of the meeting.

  
Secretary, Trigg County Board of Education

THIS INSTRUMENT PREPARED BY:



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