TRIMBLE COUNTY SCHOOLS
BEDFORD, KENTUCKY

CONTRACT EMPLOYING SUPERINTENDENT

This CONTRACTUAL AGREEMENT, made and entered into this 3rd day of April, 2013, by and between the BOARD OF EDUCATION OF TRIMBLE COUNTY (hereinafter the "BOARD"), and MARCIA HANEY DUNAWAY (hereinafter "SUPERINTENDENT"), and authorized by action at a lawful meeting of the BOARD held on the 3rd day of April, 2013, and as found in the minutes of that meeting.

WITNESSETH:

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

IT IS AGREED:

1. TERM OF EMPLOYMENT

SUPERINTENDENT is hereby hired and retained for a term Commencing effective July 1, 2013 to June 30, 2017, as Superintendent of Schools for the Trimble County Schools, Bedford, Kentucky.

2. DUTIES

The duties and responsibilities of the SUPERINTENDENT shall be all those duties incident to the Office of Superintendent imposed by law and regulations of the Commonwealth of Kentucky and in keeping with Board policy. Other duties and responsibilities as may be needed from time to time and be assigned to the SUPERINTENDENT by the BOARD.

3. OUTSIDE ACTIVITIES

SUPERINTENDENT shall devote her time, attention, and energy to the business of the school district. However, she may serve as a consultant to other district or education agencies, lecture, engage in writing activities and speaking engagements, and engage in other activities which are of a short-term duration at her discretion, so long as such activities do not interfere with her duties as Superintendent of the Trimble County Schools.

The SUPERINTENDENT and the Board recognize the advisability and on occasions the necessity of 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, for the BOARD to pay for

necessary fees and 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 Trimble County Schools. 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.

However, if the SUPERINTENDENT elects to attend any function, meeting, seminar or program wherein she is compensated as a lecturer, consultant, or for such attendance, the time involved with such functions shall not be considered as part of the 240 required working days and the BOARD shall not pay the SUPERINTENDENT'S expenses involved with such functions.

4. COMPENSATION

The salary shall be one hundred three thousand six hundred nineteen dollars ($103,619.00) per school year. The SUPERINTENDENT shall receive the same annual percent increase as appropriate for teachers and administrators of Trimble County Schools and adopted by the Trimble County Board of Education. The salary shall be paid in bi-monthly installments on the same dates administrators who work twelve (12) months are paid.

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 the AGREEMENT shall be in the form of an amendment to this AGREEMENT. Any said adjustment shall become part of this AGREEMENT, but it shall not be deemed that the BOARD and SUPERINTENDENT have entered into a new AGREEMENT, nor shall it be deemed that the termination date of the existing AGREEMENT has been extended. Although the SUPERINTENDENT'S salary may be increased at the discretion of the BOARD, nevertheless, this provision shall not be construed as an expectation by the SUPERINTENDENT that any such increase will occur. The BOARD shall, at least on a semi-annual basis conduct an evaluation of the SUPERINTENDENT. The BOARD shall devote a portion of one meeting, at least semi-annually, to an evaluation of the SUPERINTENDENT'S performance and to a discussion of the working relationship between the SUPERINTENDENT and the BOARD. Such semi-annual discussion shall be held in executive session at a special BOARD meeting.

5. WORKING DAYS AND BENEFITS

Working days – It is understood and agreed that each school year, from July 1, through June 30 during the term of this AGREEMENT, shall consist of 240 working days. If the SUPERINTENDENT elects to be away from the job for five (5) or more working days consecutively, this may be subject to BOARD approval.

Vacation (non-paid) - The SUPERINTENDENT shall be entitled to twenty (20) days of non-paid vacation each school year, of which (5) days may be carried over in a school year, but all days must be used by the end of the contract. The SUPERINTENDENT shall have holidays and other days off throughout the school year provided for other twelve (12) month certified employees.

Leaves – The SUPERINTENDENT shall accrue all leave days as authorized by Board policy for certified employees.

Health Insurance – It is acknowledged that the SUPERINTENDENT shall participate in the State health insurance plan on the same basis as any certified employee of the Trimble County Schools.

Expenses- The BOARD shall pay or reimburse SUPERINTENDENT for reasonable expenses approved by BOARD and incurred by SUPERINTENDENT in the continuing performance of her duties under this AGREEMENT, as determined by the BOARD and according to Board policy.

Professional and Civic Dues- The BOARD recognizes the mutual benefits derived by the SUPERINTENDENT and the BOARD of the SUPERINTENDENT'S membership in certain professional and civic organizations. The BOARD agrees to pay dues for the Kentucky Association of School Administrators (KASA), Kentucky Association of School Superintendents (KASS), upon receipt of statements. Additional requests for dues may be paid by the BOARD upon request of the SUPERINTENDENT and BOARD approval.

Automobile Expenses- The SUPERINTENDENT shall be reimbursed for mileage per Board policy.

Retirement Benefits- The SUPERINTENDENT shall have the same retirement benefits as provided certified employees under the Kentucky Teachers Retirement System and as in Board policy.

Professional Liability Insurance- The BOARD shall pay or reimburse SUPERINTENDENT for the cost of professional liability insurance of $1 million dollars for SUPERINTENDENT for individual capacity claims while performing the duties and responsibilities as SUPERINTENDENT each school year if such coverage is deemed essential by the BOARD.

6. 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 BOARD, address to:
Chairman, Board of Education
P.O. Box 275
Bedford, KY 40006

If to SUPERINTENDENT, address to:
Superintendent, Trimble County Schools
P.O. Box 275
Bedford, KY 40006

7. TERMINATION OF EMPLOYMENT AGREEMENT

This AGREEMENT may be terminated as per the Board's policy and shall also include the following:

1. By expiration of its term;
2. Mutual agreement of the parties;
3. Discharge for cause

8. BOARD POLICY

The SUPERINTENDENT'S duties and obligations are governed by Board policy, unless otherwise specifically modified herein above. All benefits of the SUPERINTENDENT are specifically spelled out in the AGREEMENT and override any general policy which might be in existence for other employees.

9. 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 a ruling shall remain in force.

10. 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 and such headings and the text of this AGREEMENT, the text shall have 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 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 TRIMBLE COUNTY

BY: _____
HALEY TURNER, CHAIRPERSON

COMMONWEALTH OF KENTUCKY)
) Sct.
COUNTY OF TRIMBLE)

Subscribed and sworn to before me by Haley Turner, Chairperson, Trimble County Board of Education on this 3 day of April, 2013.

My Commission expires: 10/21/14

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NOTARY PUBLIC

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SUPERINTENDENT, TRIMBLE COUNTY SCHOOLS

BY: _____
MARCIA HANEY DUNAWAY, SUPERINTENDENT

COMMONWEALTH OF KENTUCKY)
) Sct.
COUNTY OF TRIMBLE)

Subscribed and sworn to before me by Marcia Haney Dunaway, SUPERINTENDENT, Trimble County Board of Education, on this 3 day of April, 2013.

My Commission expires: 10/21/14

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NOTARY PUBLIC