

**SUPERINTENDENT EMPLOYMENT CONTRACT
BETWEEN
JOHN ROBERT CLAYTON AND THE
BOARD OF EDUCATION OF WARREN COUNTY**

THIS CONTRACT is made and entered into this 21st day of June, 2013, by and between the **BOARD OF EDUCATION OF WARREN COUNTY** (hereinafter referred to as the "BOARD"), and **JOHN ROBERT CLAYTON** (hereinafter referred to as the "SUPERINTENDENT"). And authorized by action at a lawful meeting of the Board held on the 21st day of June, 2013.

WITNESSETH

Now, therefore, the Board and the Superintendent, for the consideration herein specified agree as follows:

IT IS AGREED:

1. **TERM OF EMPLOYMENT:** The Superintendent is hereby hired and retained for a term beginning July 1, 2013, and ending June 30, 2017. The Superintendent's term shall be based upon a prorated two hundred forty (240) day contract term.
2. **CERTIFICATION:** The Superintendent shall hold a valid certificate which qualifies the Superintendent to hold the position of Superintendent and shall hold such certification throughout the period of employment as Superintendent.
3. **DUTIES:** The superintendent shall devote his normal business hours to the discharge of his duties as Superintendent and failure to do so will invalidate this contract, except that he may enter into a contract with this Board in accordance with the provisions of KRS 160.440. Superintendent shall have charge of the administration of the school 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 organize, reorganize and arrange administrative and supervisory staff, including instruction and business affairs, as best serve 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 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 brought to its attention to the Superintendent for study, recommendation, or appropriate action. The Superintendent shall attend all board meetings, all board committee meetings, unless excused for just cause or is otherwise permitted or made necessary as a matter of law. The Superintendent shall immediately assume the positions of Board of Education of Warren County Secretary and Secretary of the Warren County Public Schools Finance Corporation.

4. **PROFESSIONAL GROWTH OF SUPERINTENDENT:** Upon Board approval, Superintendent is encouraged to attend appropriate professional education meetings at the local, state and national levels. Board shall pay all reasonable expenses/costs incurred by Superintendent in his attendance to such meetings as allowed by the general policies adopted by Board. In addition, Board shall pay the membership fees normally associated with membership in such professional education groups (example: KSBA, AASA, NSBA, KASA, NASA).

5. **COMPENSATION:** The rate of salary for serving as Superintendent shall be the sum of \$148,500.00 per year. Any increase in the salary shall be in the same percentage as salary increases that the Board may uniformly grant all certified personnel, excluding STEP increases. STEP increases shall not apply to this contract. This salary shall be paid in accordance with the payment schedule set in policies of the Board governing the payment of salaries for its full-time professional employees, or, as otherwise agreed.

The Board shall evaluate and assess the Superintendent annually as required by law.

6.

BENEFITS

A. The Superintendent shall be entitled to benefits applicable to twelve month administrative employees, as are incident to their employment relationship with the Warren County Public Schools, including but not limited to, emergency leave, leave for jury duty, personal leave, sick leave, forms of insurance protection, but specifically a health insurance plan, retirement program, and other administrative employee benefits.

B. Additional Benefit-Vehicle: The Board agrees to provide for and make available to the Superintendent a Board owned or leased automobile to be used by the Superintendent during the term of this Contract. Board shall pay for all reasonable maintenance, gasoline, repairs, insurance and travel expenses incurred by Superintendent in the use of this vehicle. This vehicle is to be used by the Superintendent only in the execution of his duties and for transportation to and from Warren County Public School events.

7. **PROFESSIONAL LIABILITY:** The Superintendent shall be a covered insured, in his official and individually capacity under any and all liability policies or insurance trust programs in which the school district is a participant, as to any and all demands, 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 extent liability coverage is within the authority of the Board to provide under state and federal law.

8. **EXPENSES:** The Board shall reimburse the Superintendent for reasonable expenses approved by the Board and incurred by the Superintendent in the continuing performance of his duties as Superintendent. These expenses shall be pre-approved if possible. The Board shall pay reasonable moving expenses for Superintendent relative to his transition from Oldham County to Warren County.

9. **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, addressed:

If to the Board, address to: Kerry Young, Chair, Board of Education
Warren County Public Schools
303 Lovers Lane
Bowling Green, KY. 42103

If to the Superintendent, address to: John Robert Clayton, Superintendent
Warren County Public Schools
303 Lovers Lane
Bowling Green, KY. 42103

10. **TERMINATION OF EMPLOYMENT CONTRACT:** This Contract may be terminated pursuant to the Board's policy, and/or state statutory law and/or pertinent case law, and/or by the following:

- A. By expiration of its term;
- B. Mutual agreement of the parties;
- C. Discharge for cause.
- D. Retirement of the Superintendent;
- E. Death of the Superintendent;

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

12. **MISCELLANEOUS:** This Contract has been executed in Kentucky and shall be governed in accordance with the laws of the Commonwealth of Kentucky and every respect. This document represents the entire agreement of the parties. The parties are not relying upon any other terms or agreements whether oral or written. The contract may not be amended except as provided for by a vote of the Board and then in writing and signed by both parties.

Headings have been inserted for convenience or reference only and if there shall be any conflict between any such headings in the text of this Contract, the text shall control.

This Contract contains all terms agreed upon by the parties with respect to the subject matter of this Contract 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 Contract to be executed and their respective names, and in the case of the Board, by its Chair, come on the date and year first above-written

IN WITNESS WHEREOF, the parties hereto have duly executed this **SUPERINTENDENT EMPLOYMENT CONTRACT** as of the day and year first above written.

WARREN COUNTY BOARD OF EDUCATION

BY:

Kerry Young
Kerry Young, Chair

John Robert Clayton
John Robert Clayton, Superintendent

ACKNOWLEDGEMENT

This will certify that there personally appeared before me, Kerry Young, Chair of the Warren County Board of Education, who in my presence placed his signature to this **SUPERINTENDENT EMPLOYMENT CONTRACT** and in so doing acknowledged that he executed this document freely, voluntarily and of his own accord on this the 21 day of June, 2013.

Jim H. Langer
Notary Public, State of Kentucky at Large

My commission expires: 1/10/17

ACKNOWLEDGEMENT

This will certify that there personally appeared before me John Robert Clayton Superintendent of the Warren County Board of Education, who in my presence placed his signature to this **SUPERINTENDENT EMPLOYMENT CONTRACT** and in so doing acknowledged that he executed this document freely, voluntarily and of his own accord on this the 21 day of June, 2013.

Tom J. Langston
Notary Public, State of Kentucky at Large

My commission expires: 1-10-17

ACKNOWLEDGEMENT

THIS INSTRUMENT PREPARED BY:

Barton D. Darrell
General Counsel
Warren County Board of Education

[Handwritten Signature]

**AMENDMENT TO
SUPERINTENDENT EMPLOYMENT CONTRACT
BETWEEN
JOHN ROBERT CLAYTON AND THE
BOARD OF EDUCATION OF WARREN COUNTY**

THIS AMENDMENT TO THE SUPERINTENDENT EMPLOYMENT CONTRACT is made and entered into this 18th day of September, 2014, by and between the **BOARD OF EDUCATION OF WARREN COUNTY** (hereinafter referred to as the "BOARD"), and **JOHN ROBERT CLAYTON** (hereinafter referred to as the "SUPERINTENDENT"), and authorized by action at a lawful meeting of the Board held on the 18th day of September, 2014.

The BOARD and SUPERINTENDENT, hereby amend the Superintendent Employment Contract, dated June 21, 2013, as follows:

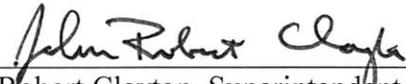
I. **Section 6(B): Additional Benefit-Vehicle**, shall be deleted in its entirety and the following shall be substituted in lieu thereof:

"Section 6(B): Additional Benefit – Automobile Allowance. The BOARD shall provide to SUPERINTENDENT an automobile allowance of Seven Hundred and Fifty Dollars (\$750.00) per month. SUPERINTENDENT shall be solely responsible for the cost of any and all maintenance, gasoline, repairs, and insurance for any vehicle(s) owned or leased by him, and shall not be entitled to reimbursement from the BOARD for any such expenses."

II. All other terms and conditions of the Superintendent Employment Contract dated June 21, 2013, shall remain in full force and effect.

WARREN COUNTY BOARD OF EDUCATION

BY: 
Kerry Young, Chair


John Robert Clayton, Superintendent

ACKNOWLEDGMENT

This will certify that there personally appeared before me Kerry Young, Chair of the Warren County Board of Education, who in my presence placed his signature to this **SUPERINTENDENT EMPLOYMENT CONTRACT** and in doing so acknowledged that he executed this document freely, voluntarily and of his own accord on this 18 day of September, 2014.

Joseph Patrick [Signature]
Notary Public, State of Kentucky at Large

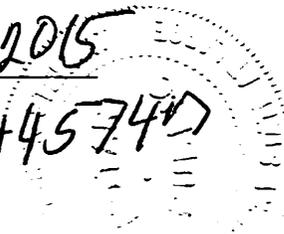
My commission expires: June 27, 2015

ACKNOWLEDGMENT

This will certify that there personally appeared before me John Robert Clayton, Superintendent, who in my presence placed his signature to this **SUPERINTENDENT EMPLOYMENT CONTRACT** and in doing so acknowledged that he executed this document freely, voluntarily and of his own accord on this 18 day of September 2014.

Joseph Patrick [Signature]
Notary Public, State of Kentucky at Large

My commission expires: June 27, 2015



THIS INSTRUMENT PREPARED BY:

JACINTA F. PORTER
BELL, ORR, AYERS & MOORE, PSC
P. O. BOX 738
BOWLING GREEN KY 42102-0738
TEL: (270) 781-8111 FAX: (270) 781-9027
EMAIL: porter@boamlaw.com

Counsel for Warren County Board of Education



**SECOND AMENDMENT TO
SUPERINTENDENT EMPLOYMENT CONTRACT
BETWEEN JOHN ROBERT CLAYTON AND
THE BOARD OF EDUCATION OF WARREN COUNTY**

THIS SECOND AMENDMENT TO SUPERINTENDENT EMPLOYMENT CONTRACT is made and entered into this 18th day of June, 2015, by and between the **BOARD OF EDUCATION OF WARREN COUNTY** (hereinafter referred to as the "BOARD") and **JOHN ROBERT CLAYTON** (hereinafter referred to as the "SUPERINTENDENT"), and authorized by action at a lawful meeting of the Board held on the 18th day of June, 2015.

WITNESSETH:

WHEREAS, the Board and the Superintendent entered into a Superintendent Employment Contract on June 21, 2013;

WHEREAS, the Board and Superintendent amended the original Superintendent Employment Contract by written Amendment on September 18, 2014;

WHEREAS, the Board, by and through official action at a lawful meeting held on June 18, 2015, has authorized a second amendment to the original Superintendent Employment Contract;

NOW, THEREFORE, the Board and Superintendent, for the consideration herein specified and further specified in the original Superintendent Employment Contract and first Amendment thereto, agree as follows:

- I. **Section 6(A)** under the caption "BENEFITS" shall be deleted in its entirety and the following shall be substituted in lieu thereof:

"Section 6(A): Benefits and Benefit Allowance: The Superintendent shall be entitled to benefits applicable to twelve month administrative employees, as are incident to their employment relationship with the Warren County Public Schools, including but not limited to, emergency leave, leave for jury duty, personal leave, sick leave, forms of insurance protection, but specifically a health insurance plan, retirement program, and other administrative employee benefits. Effective July 1, 2015, the Board shall provide to Superintendent an allowance toward the above benefits in the sum of \$4500.00 per year. Superintendent may allocate said benefits allowance in whatever manner he chooses toward those benefits available to him.

II. All other terms and conditions of the original Superintendent Employment Contract dated June 21, 2013, as amended by the written Amendment dated September 18, 2014, shall remain unchanged and in full force and effect.

WARREN COUNTY BOARD OF EDUCATION

By: _____

Kerry Young
Kerry Young, Chair

John Robert Clayton, Superintendent

ACKNOWLEDGEMENT

This will certify that there personally appeared before me Kerry Young, Chair of the Warren County Board of Education, who in my presence placed his signature to this **SECOND AMENDMENT TO SUPERINTENDENT EMPLOYMENT CONTRACT**, and in so doing acknowledged that he executed this document freely, voluntarily and of his own accord on this the 18th day of June, 2015.

Katie O. Blankenship

Notary Public, State of Kentucky at Large
My Commission Expires: 3-23-19

ACKNOWLEDGEMENT

This will certify that there personally appeared before me John Robert Clayton, Superintendent of the Warren County Board of Education, who in my presence placed his signature to this **SECOND AMENDMENT TO SUPERINTENDENT EMPLOYMENT CONTRACT**, and in so doing acknowledged that he executed this document freely, voluntarily and of his own accord on this the 18th day of June, 2015.

Katie O. Blankenship

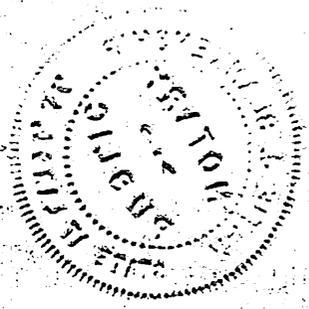
Notary Public, State of Kentucky at Large
My Commission Expires: 3-23-19

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