

ROBERTSON COUNTY SCHOOL
Mount Olivet, Kentucky

Contract Employing
Superintendent

This CONTRACTUAL AGREEMENT made and entered into this 18th day of June 2026, by and between the BOARD OF EDUCATION OF ROBERTSON COUNTY (hereinafter the "BOARD") and SEAN BAILEY (hereinafter "SUPERINTENDENT"), and authorized by action at a lawful meeting of the BOARD held on the 18th day of June 2026.

WITNESSETH:

IT IS AGREED:

1. TERM OF EMPLOYMENT

SUPERINTENDENT is hereby hired and retained for a term commencing on August 1, 2026, through July 31, 2030, as Superintendent of Schools for the Robertson County Board of Education.

2. DUTIES

The duties and responsibilities of the Superintendent shall be all those duties incident to the Office of Superintendent imposed by the 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 may be assigned to the SUPERINTENDENT by the BOARD.

The SUPERINTENDENT shall serve as the chief executive officer of the District and shall be responsible for the administration of the schools and implementation of Board policy in accordance with Kentucky law.

3. OUTSIDE ACTIVITIES

The BOARD recognizes that participation in professional, educational, civic, religious, charitable, and community activities may benefit both the SUPERINTENDENT and the District. Accordingly, the SUPERINTENDENT may engage in outside employment, consulting, teaching, speaking engagements, ministry, writing, professional presentations, or other compensated or uncompensated activities, provided such activities do not materially interfere with the performance of the SUPERINTENDENT'S duties and responsibilities under this AGREEMENT.

Any outside activities requiring substantial time away from the District during normal work days shall be subject to prior notification to the BOARD Chairperson. Compensation received by the SUPERINTENDENT from such outside activities shall remain the property of the SUPERINTENDENT.

The BOARD shall not be responsible for expenses incurred in connection with outside activities unless such activities are specifically authorized by the BOARD and determined to be for the benefit of the District.

4. COMPENSATION

The salary shall be \$125,000.00 per full school year. The parties acknowledge and agree that due to the commencement date of this contract, the SUPERINTENDENT shall be entitled only to a pro rata salary for that portion of the 2026-2027 fiscal year that this contract is in effect. The salary shall be paid in bi-monthly installments on the same dates as administrators who work twelve (12) months.

The SUPERINTENDENT shall receive any percentage raise annually given to certified staff of the District.

The BOARD, based upon its evaluation of the SUPERINTENDENT, may adjust the salary of the SUPERINTENDENT during the term of this AGREEMENT. Any such adjustment of salary made during the term of this AGREEMENT shall be in the form of an amendment to this AGREEMENT. Any said adjustment shall become part of this AGREEMENT but 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 an annual basis, conduct an evaluation of the SUPERINTENDENT.

5. WORKING DAYS AND BENEFITS

a. 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 two hundred forty (240) working days. If the SUPERINTENDENT elects to be away from the job 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 said days are taken.

b. Benefits.

The SUPERINTENDENT shall be entitled to all benefits applicable to twelve (12) month certified employees.

In addition, the BOARD shall provide and pay the full premium cost for family health insurance, dental insurance, and vision insurance coverage for the SUPERINTENDENT, spouse, and eligible family members under the District's family insurance plans, or any successor plans offered by the District.

The level of coverage shall be no less favorable than that provided to other certified administrative employees of the District.

The BOARD shall also pay up to One Hundred Dollars (\$100.00) per month toward a life insurance policy for the SUPERINTENDENT. Such policy shall be owned by the SUPERINTENDENT, and the SUPERINTENDENT shall have the sole right to designate and change the beneficiary or beneficiaries of the policy.

c. Leaves.

The SUPERINTENDENT shall accrue all leave days as authorized by Board Policy for certified employees. Consistent with statutory law, the SUPERINTENDENT shall be permitted to transfer to the District all sick leave accumulated in Kentucky as of July 31, 2026.

d. Expenses.

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

e. 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 Superintendents (KASS), the Kentucky Association of School Administrators (KASA), the American Association of School Administrators (AASA), and one civic club of the SUPERINTENDENT'S choice.

f. Retirement.

The SUPERINTENDENT shall have the same retirement benefits as provided to certified employees under the Kentucky Teachers' Retirement System and as in Board Policy.

In addition, to the extent permitted by law, the BOARD agrees to pay on behalf of the SUPERINTENDENT, or reimburse the SUPERINTENDENT for, 50% of the employee payroll contribution required by the Kentucky Teachers' Retirement System (KTRS).

g. Automobile Allowance.

The SUPERINTENDENT shall be reimbursed for authorized travel expenses incurred outside the District in accordance with Board Policy.

h. Professional Development.

The BOARD recognizes the mutual benefit derived from the SUPERINTENDENT'S participation in professional development, leadership training, conferences, seminars, workshops, and other professional learning opportunities related to the duties of the SUPERINTENDENT.

The BOARD shall provide up to \$5,000 of financial support per school year (fiscal year) for the SUPERINTENDENT to participate in such activities, including registration, travel, lodging, meals, and related expenses, in accordance with Board Policy and as approved through the District's budgeting and expense procedures.

6. RESIDENCY

The SUPERINTENDENT shall establish and maintain his actual, physical, and permanent principal residence within the geographic boundaries of the District no later than July 31, 2028.

The SUPERINTENDENT acknowledges the BOARD'S desire that he become a resident of the District and agrees to make reasonable efforts toward that objective during the term of this AGREEMENT. The BOARD further acknowledges that limited housing opportunities within the District, along with the need to secure a home suitable for the SUPERINTENDENT'S family, may affect the timing of establishing residency.

Failure to establish residency by July 31, 2028 shall not constitute grounds for termination. If unable to meet the requirement, the SUPERINTENDENT must provide sufficient evidence of good faith efforts and request an extension of this deadline to be eligible for contract renewal.

7. PERFORMANCE EVALUATION

The BOARD shall conduct an annual written evaluation of the SUPERINTENDENT no later than June 30 of each year.

The evaluation shall:

- a. Be conducted in accordance with Kentucky law and Board Policy;
- b. Include goals and objectives mutually established by the BOARD and SUPERINTENDENT;
- c. Consider academic achievement, operational effectiveness, fiscal management, leadership, and other agreed upon performance indicators;
- d. Be discussed with the SUPERINTENDENT prior to final adoption by the BOARD.

8. TERMINATION OF EMPLOYMENT AGREEMENT

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

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

9. INDEMNIFICATION AND LIABILITY PROTECTION

To the fullest extent permitted by Kentucky law, the BOARD agrees to defend, indemnify, and hold harmless the SUPERINTENDENT from and against any and all claims, demands, suits, judgments, settlements, losses, liabilities, costs, and expenses, including reasonable attorney fees, arising from any act, omission, decision, or conduct undertaken by the SUPERINTENDENT while acting within the course and scope of employment or in his official capacity as Superintendent of Robertson County Schools.

The BOARD further agrees that the SUPERINTENDENT shall be covered under all liability insurance policies maintained by the BOARD, including Errors and Omissions Liability Insurance, Educator Liability Insurance, Public Officials Liability Insurance, and Umbrella or Excess Liability Coverage.

This indemnification obligation shall survive the expiration or termination of this AGREEMENT with respect to acts occurring during the term of employment.

Nothing herein shall require indemnification for acts constituting fraud, willful misconduct, criminal conduct, or actions outside the lawful scope of the SUPERINTENDENT'S authority.

10. LEGAL REPRESENTATION

If the SUPERINTENDENT becomes a party to any legal proceeding arising from the lawful performance of duties under this AGREEMENT, the BOARD shall provide legal representation through Board counsel or other counsel selected by the BOARD.

The BOARD shall pay reasonable attorney fees and legal expenses incurred in defense of such actions, provided the SUPERINTENDENT acted in good faith and within the lawful scope of employment.

11. FAMILY PROTECTION

In the event of the death of the SUPERINTENDENT during the term of this AGREEMENT, compensation and benefits shall continue through the last day of the month following the month in which the death occurs. Any unpaid compensation or benefits due shall be paid to the SUPERINTENDENT'S estate or designated beneficiary in accordance with applicable law and District procedures.

12. BOARD POLICY

The SUPERINTENDENT'S duties and obligations are governed by the Board Policy, unless otherwise specifically modified hereinabove.

All benefits of the SUPERINTENDENT are specifically spelled out in this AGREEMENT and override any general policy which might be in existence for other employees to the extent permitted by law.

13. 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.

14. 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.

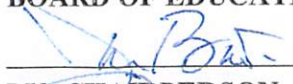
Paragraph headings have been inserted for convenience of reference only, and if there shall be any conflict between any such headings and the text of this AGREEMENT, the text shall control.

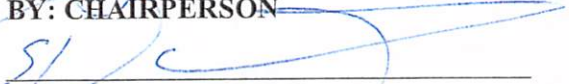
This AGREEMENT shall be executed in duplicate originals.

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 agreement, 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 ROBERTSON COUNTY


BY: CHAIRPERSON

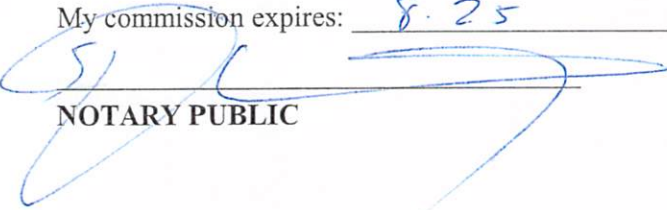

ATTEST: SECRETARY


SUPERINTENDENT

**COMMONWEALTH OF KENTUCKY
COUNTY OF ROBERTSON**

Subscribed and sworn to before me by Dr. John Burns, Chairperson, Robertson County Board of Education, and Sean Bailey, Superintendent, on this 18th day of JUNE, 2026.

My commission expires: 8.25, 2027


NOTARY PUBLIC