

Employment Agreement

Ashland Independent School District

THIS AGREEMENT, made and entered into this 30 day of June, 2011,
by and between The Board of Education of Ashland, Kentucky (hereinafter called the "Board"), and
Stephen E. Gilmore (hereinafter called the "Superintendent");

WITNESSETH:

WHEREAS, this Agreement is made in accordance with the action of the Board as set forth in
Resolution of a meeting held on Monday, June 27, 2011, whereby the Board agreed to employ
the said Stephen E. Gilmore as Superintendent of the Ashland Independent School
District ("District") in accordance with the provisions set forth herein; and

WHEREAS, the Parties agree that the Superintendent shall perform the duties of the
Superintendent of Schools in and for said District as prescribed by the laws of the State of Kentucky and
by the rules and regulations made thereunder by the Board of Education as well as local Board policy
and all other applicable law as relates to the duties and obligations of a Superintendent of Schools.

NOW, THEREFORE, the Board and the Superintendent agree as follows:

1. Term of Employment.

The term of this Employment Agreement shall commence on July 1, 2011 and terminate
June 30, 2014.

2. Professional Certification and Duties of Superintendent.

a. Certification. The Superintendent shall hold a valid Certificate for the Superintendency
issued by the Commonwealth of Kentucky.

b. 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.

c. **Outside Activities.** The Superintendent shall devote his time, attention and energy to the business of the District. The Superintendent and Board recognize the advisability and on occasions the necessity of Superintendent to attend 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, 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 District. 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 he is compensated as a lecturer, consultant, or for such attendance, the time involved with such functions shall not be considered as part of the 260 required contract days and the Board shall not pay the Superintendent's expenses involved with such functions.

3. **Compensation.**

The Board shall pay the Superintendent at an annual salary of One Hundred Twenty-Eight Thousand, Seven Hundred Thirty-Two dollars \$128,732.00 to 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 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. District-wide increases for classified/certified employees shall not apply to the Superintendent unless expressly determined by the Board, it being understood that any increases to the Superintendent's compensation package shall require specific Board action. 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 devote a portion of two meetings, to be conducted in July and December, 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 Board meeting. It is expressly understood, however, that any increase in salary shall be at the final discretion of the Board.

4. Contract Days and Fringe Benefits.

a. **Contract 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 260 contract days, which will include twenty days of paid leave. 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. **Health Insurance.** Superintendent shall participate in the State health insurance plan on the same basis as any other employee of the Ashland Independent School District.

c. **Professional Dues.** The Board recognizes that mutual benefits derived by the Superintendent and the Board of the Superintendent's membership in certain professional organizations. The Board agrees to pay the Superintendent's dues for the Kentucky Association of School Superintendents and the Kentucky Association of School Administrators,

d. **Automobile Expense.** The Board shall not provide Superintendent with an automobile but shall pay Superintendent Five Hundred Dollars (\$500.00) per month for automobile expense.

e. **Retirement Benefits.** The Superintendent shall have the same retirement benefits as

provided for certified employees under the Kentucky Teachers Retirement System and as in any Board policy.

5. Termination of Employment Agreement.

a. This Employment Agreement may be terminated as per the Board's Policy and shall also include the following:

- i. Mutual agreement by the Parties.
- ii. Disability of the Superintendent; or
- iii. Discharge for cause as provided by law.

6. Board Policy.

The Superintendent's duties and obligations are governed by board policy, unless otherwise specifically modified hereinabove.

All benefits of the Superintendent are specifically stated in this Agreement and override any general policy which might be in existence for other employees.

7. 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 that Agreement not affected by such a ruling, shall remain in force.

8. 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 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 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.

THE BOARD OF EDUCATION OF
ASHLAND, KENTUCKY

By: Molly J Webb
Chairperson

ATTEST:

Kathy Cooke
Secretary

Stephen E Gilmore
Superintendent

STATE OF KENTUCKY)
)
COUNTY OF Boyd)

I, as Notary Public in and for the aforesaid county and state, do hereby certify that the foregoing Employment Agreement was this day before me in my said county and state duly executed and acknowledged by Stephen E Gilmore to be his free act and deed.

This 30th day of June, 2011

Bonnie J. Brouse
Notary Public, of Kentucky

My Commission Expires 9/29/11

AMENDMENT TO EMPLOYMENT AGREEMENT

WHEREAS, effective July 1, 2011, the Board of Education of Ashland, Kentucky (the "Board") and Stephen E. Gilmore ("Superintendent") entered into an Agreement (the "Agreement") whereby the Board employed the Superintendent in accordance with the provisions of said Agreement; and

WHEREAS, at its regular Board meeting on June 18, 2012, the Board took action to amend the compensation structure of the Agreement for the 2012-2013 school year; and

WHEREAS, the parties desire to amend the Agreement in furtherance of the Board's June 18, 2012 action;

WITNESSETH, it is therefore agreed that the Agreement is hereby amended as follows:

1. Paragraph 3 - Compensation - is hereby amended to increase the annual salary paid to the Superintendent from One Hundred Twenty-Eight Thousand, Seven Hundred Thirty-Two dollars (\$128,732.00) to One Hundred Thirty-Four Thousand, Seven Hundred Thirty-Two dollars (\$134,732.00), to be paid in semi-monthly installments for the school year beginning July 1, 2012.
2. Paragraph 4.d. - Automobile Expense - is hereby deleted in its entirety, the parties acknowledging that Superintendent shall pay his own automobile expense out of the annual salary provided in Paragraph 3 of the Agreement.
3. The remaining provisions of the Agreement not amended herein shall remain in full force and effect.
4. This Amendment shall be effective as of the first day of July, 2012.

IN WITNESS WHEREOF, the parties have caused this Amendment to be duly executed as of the 1st day of July, 2012.

