

FIRST AMENDMENT TO CONTRACT EMPLOYING SUPERINTENDENT

This **FIRST AMENDMENT TO CONTRACT EMPLOYING SUPERINTENDENT**, made and entered into as of this June 12, 2014, by and between **THE BOARD OF EDUCATION OF BARREN COUNTY, KENTUCKY** (hereinafter "Board"), and **THOMAS B. MATTHEWS** (hereinafter "Superintendent").

WITNESSETH:

WHEREAS, the Board and Superintendent entered into a Contract Employing Superintendent on April 29, 2011 for a term commencing on August 1, 2011; and

WHEREAS, this First Amendment to Contract Employing Superintendent is made in accordance with and contingent upon the action of the Board as taken at a meeting held on June 12, 2014, whereby the Board voted to amend the Contract Employing Superintendent by and between the Board and Superintendent entered into on April 29, 2011.

NOW, THEREFORE, for and in consideration of the mutual terms, conditions, and benefits to be obtained by the parties to this First Amendment to Contract Employing Superintendent, the receipt and sufficiency of which the parties hereby acknowledge, the Board and Superintendent agree to amend the Contract Employing Superintendent between them entered into on April 29, 2011, as follows:

1. The parties hereby agree to amend the language contained in Paragraph 4 of the Contract Employing Superintendent entitled "Compensation" to read as follows:

4. Compensation: Commencing on July 1, 2014, the salary shall be One Hundred Twenty-One Thousand Dollars (\$121,000.00) per school year, plus any

percentage raise given to certified personnel for 2014-15 and subsequent years. The salary shall be paid in bi-monthly installments on the same dates as 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. In no event, however, shall the SUPERINTENDENT be paid less 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. 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.

2. The parties hereby agree to amend the language contained in Paragraph 5(f) of the Contract Employing Superintendent entitled "Automobile" to read as follows:

f. Automobile: The SUPERINTENDENT shall be reimbursed for use of his vehicle at the rate of One Thousand Dollars (\$1,000) per month. The automobile reimbursement may be adjusted at any time to reflect changes in costs of ownership and maintenance of vehicles.

3. All other terms and conditions contained in the April 29, 2011 Contract Employing Superintendent remain unchanged and in full force and effect.

WITNESS OUR HANDS on the day and date first above written.

THE BOARD OF EDUCATION OF BARREN
COUNTY, KENTUCKY

By: Robert A. Toms
Robert A. Toms, Chair

Thomas B. Matthews
Thomas B. Matthews, Superintendent

BARREN COUNTY SCHOOLS
Glasgow, Kentucky
CONTRACT EMPLOYING SUPERINTENDENT

This **CONTRACTUAL AGREEMENT**, made and entered into this 29th day of April, 2011, by and between the **BOARD OF EDUCATION OF BARREN COUNTY**, 202 West Washington Street, Glasgow, Kentucky 42141, (hereinafter the "BOARD"), and **THOMAS B. MATTHEWS**, of 525 Owen Road, Glasgow, Kentucky 42141, (hereinafter "SUPERINTENDENT"), and authorized by action at a lawful meeting of the BOARD held on the 28th day of April, 2011.

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 on August 1, 2011 through June 30, 2015, as Superintendent of Schools for the Barren County Schools, Glasgow, Kentucky.

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.

3. OUTSIDE ACTIVITIES

SUPERINTENDENT shall devote himself exclusively to his duties.

The SUPERINTENDENT and BOARD recognize the advisability, and on occasions the necessity, of the 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 stipulated in the annual budget, 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 Barren 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 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 SUPERINTENDENT's 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 Twelve Thousand Five Hundred Dollars (\$112,500.00) per school year, plus any percentage raise given to certified personnel for 2011-2012 and, subsequent years. The salary shall be paid in bi-monthly installments on the same dates as 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. In no event, however, 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. 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 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. The Superintendent shall be entitled to all benefits applicable to twelve (12) month certified employees.

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, 2011.

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. Automobile The SUPERINTENDENT shall be reimbursed for use of his vehicle at the rate of Six Hundred Dollars (\$600.00) per month. The automobile reimbursement may be adjusted at any time to reflect changes in costs of ownership and maintenance of vehicles.

g. 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.

h. Vacation The SUPERINTENDENT shall be entitled to twenty (20) days of paid vacation per year. Vacation days shall be taken from the two hundred forty (240) days work year, and if not taken in any work year, shall not accumulate.

- i. Health Insurance The BOARD shall provide the same health insurance as for certified employees.

6. 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.

7. 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 spelled out in this AGREEMENT and override any general policy which might be in existence for other employees.

8. 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.

9. 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 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 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 BARREN COUNTY

BY: Robert A. Toms
ROBERT A. TOMS - CHAIRPERSON

ATTEST:

[Signature]
SECRETARY

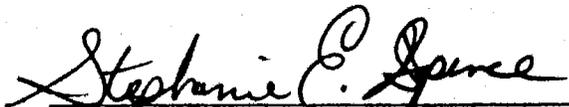
Thomas B. Matthews
THOMAS B. MATTHEWS - SUPERINTENDENT

COMMONWEALTH OF KENTUCKY

COUNTY OF BARREN

Subscribed and sworn to before me by **ROBERT A. TOMS**, Chairperson, Barren County Board of Education on this 29th day of April, 2011.

My Commission Expires: 4-7-2013


NOTARY PUBLIC, KY AT LARGE

COMMONWEALTH OF KENTUCKY

COUNTY OF BARREN

Subscribed and sworn to before me by **THOMAS B. MATTHEWS**, SUPERINTENDENT, on this 29 day of April, 2011.

My Commission Expires: 12-10-2013


NOTARY PUBLIC, KY AT LARGE