

Superintendent's Contract

THIS AGREEMENT, made and entered into this 14th day of February 2011, by and between the Board of Education of Edmonson County, Kentucky, hereinafter referred to as the Board, and Patrick L. Waddell, hereinafter referred to as the Superintendent.

Witnesseth:

WHEREAS this Agreement is made in accordance with and contingent upon the action of the Board as taken at a meeting held on February 14, 2011, whereby the Board voted to employ Patrick L. Waddell as Superintendent of the Edmonson County School 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 the Edmonson County School District as prescribed by the laws of the Commonwealth of Kentucky and by the policies and procedures of the Board of Education of the Edmonson County School District.

NOW THEREFORE, the Board and Superintendent agree as follows:

1. **Certification** - This agreement is contingent upon the Superintendent holding a current and valid certification for the position of superintendent as required by the laws of Kentucky throughout the term of this Agreement. In order to satisfy this contingency, the Superintendent must present to the Board prior to the expiration date of his current certificate, a statement or certificate signed by the chief state school officer indicating the Superintendent has been re-issued a certificate of administration and supervision issued in accordance with KRS 160.350 and which qualifies him to hold the position of Superintendent. If the Superintendent fails to comply with this contingency, this Agreement shall be rendered null and void.
2. **Term** - The term of the Agreement shall be for four (4) years, beginning July 1, 2011, and expiring on June 30, 2015.
3. **Rollover Contract Extension** - After the completion of the Superintendent's first contract or after four (4) years, whichever comes last, the Board may, no later than June 30, extend the contract of the Superintendent for one (1) additional year beyond the current term of employment pursuant to KRS 160.350 (4).
4. **Compensation** - The board shall pay the Superintendent an annual salary for the term of the Agreement in the amount of \$107,755.74 per year, to be paid in equal and regular installments on the same pay schedule as all other certified employees beginning July 1, 2011.

The Board may vote to grant annual merit adjustments to the salary of the Superintendent during the term of this Agreement; however, in no event shall the Superintendent be paid less than the salary specified herein. The board does agree to provide an annual cost-of-living adjustment to the established salary. Any salary increase shall not be read to amend or extend the termination date of this Agreement.

5. **Duties** – The Superintendent shall perform the duties of the Superintendent of the Edmonson County School District as prescribed by the laws of Kentucky and the policies and procedures of the Board of Education of the Edmonson County School District and shall devote his full time, attention, and energy to the business of the District.
6. **Outside Activities** – The Superintendent may, with the prior consent of the Board, serve as a consultant to other districts or educational agencies, or engage in writing and speaking activities, as long as such activities do not interfere with the Superintendent's duties to the District and are of a short-term duration.

With the prior consent of the Board, the Superintendent may be granted a reasonable amount of leave time for the Superintendent to attend seminars, courses, or programs conducted or sponsored at local, state, or national levels. The Board will pay for the necessary fees; travel and subsistence expenses associated with such approved attendance. The Board shall have ultimate discretion in determining the Superintendent's attendance and the amount of money, which the board is willing to allocate to defray reasonable and necessary travel and subsistence expenses.

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 be considered as part of leave time, and the Board shall not pay the Superintendent's expenses involved with such functions.

7. **Expenses** – The Board shall pay or reimburse the Superintendent for reasonable expenses incurred by the Superintendent in the performance of his duties under this Agreement. Payment for expenses shall require Board approval and shall be consistent with District policy providing for payment of employee expenses.
8. **Professional and Civic Dues** – The Board shall pay up to \$750 per fiscal year for professional and civic membership dues for the Superintendent. In no event shall the Board pay more than the above amount in any one fiscal year.
9. **Automobile** – Should the Board elect, in its sole discretion, to purchase a board vehicle, the Superintendent will be permitted to utilize it solely for purposes associated with the Superintendent's job duties.
10. **Health and Leave Benefits** - The Superintendent shall receive health insurance and leave benefits on the same basis as other full-time administrators of the District.
11. **Retirement Programs** – The Superintendent shall participate in and be a member of the Kentucky Teacher Retirement System.
12. **Annual Evaluation** – At least annually, the Board shall devote a portion or all of one meeting to an evaluation of the Superintendent's performance and to a discussion of the working relationship between the Superintendent and the Board. Such annual discussion shall be held in closed session at a Board meeting in February of each year. All aspects of these discussions shall be treated confidentially by the Board.

13. **Work Schedule** - The Superintendent shall adopt regular working hours in line with District policy and shall not take leave or non-contract days of greater than five (5) consecutive days without the Board approval.
14. **Termination** – This Agreement shall terminate at the conclusion of the term set out within may be terminated before that day by:
 - a. Mutual agreement of the parties upon ninety (90) days' written notice;
 - b. Death, disability or retirement of the Superintendent; or,
 - c. Discharge of the Superintendent for cause as permitted by law.
15. **Residence** – The Superintendent shall reside within the boundaries of the District during the term of this Agreement.
16. **Savings Clause** – If, during the term of this Agreement, a clause or any portion of the Agreement is found illegal under federal or state law, the remaining portion of the Agreement shall remain in full force to the extent they are unaffected by the ruling of illegality.

WITNESS the hands of the parties the date first above written.

**The Board of Education of the Edmonson
County School District**

By: *Dan Slaughter*
Dan Slaughter, Chairman

Gayle Vincent
Gayle Vincent, Vice-Chairman

Patrick L. Waddell
Patrick L. Waddell, Superintendent

Edmonson County Board of Education

PATRICK WADDELL, SUPERINTENDENT

100 Wildcat Way, P.O. Box 129

Brownsville, KY 42210

Phone: 270-597-2101 - Fax: 270-597-2103

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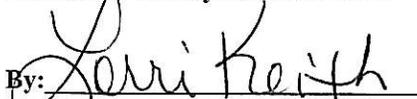
Edmonson County Board of Education **Amendment**

to
Superintendent Contract

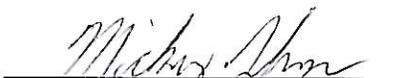
Amendment to Agreement Contract **Between** **Edmonson County Board of Education** **And** **Superintendent, Patrick L. Waddell**

As a result of the Superintendent's Evaluation, Superintendent Patrick L. Waddell is to be provided a salary increase of \$489.16 which is equal to the same step increase which all other Certified employees have received based on the Edmonson County Board of Education Certified Salary Schedule for School Year 2012-2013. The amount of the increase is based on Rank 1 experience step increase for year 2010-11 to year 2011-12 (18 years experience) and Rank 1 experience step increase for year 2011-12 to year 2012-13 (19 years experience) and is based on a 240 day contract. The amendment to the contract will be effective 07/01/2013.

The Board of Education of the
Edmonson County School District

By: 
Lorri Keith, Chair

05/13/2013
Date


Mickey Johnson, Vice-Chair


Patrick L. Waddell, Superintendent