ELLIOTT COUNTY SCHOOLS
Sandy Hook, Kentucky
CONTRACT RE-EMPLOYING SUPERINTENDENT

This RE-EMPLOYMENT CONTRACT (hereinafter for convenience "CONTRACT"), made and entered into this 16th day of December, 2013, by and between the BOARD OF EDUCATION OF ELLIOTT COUNTY (hereinafter the "BOARD") and C. Thomas Potter, II (hereinafter the "SUPERINTENDENT"), and authorized by action at a lawful meeting of the BOARD held on the 16th day of December, 2013, with this CONTRACT language approved at a lawful meeting held on the 16th day of December, 2013;

WHEREAS, the BOARD and the SUPERINTENDENT believe that the CONTRACT RE-EMPLOYING SUPERINTENDENT is beneficial in describing specifically their relationship and to serve as the basis of effective communication between the parties as the parties fulfill their respective functions in the operation of the Elliott County Schools;

NOW THEREFORE, the BOARD and the SUPERINTENDENT, for the consideration specified herein, agree as follows:

1. **TERM**
   In consideration of the SUPERINTENDENT's promises, as set out herein, the BOARD employs and the SUPERINTENDENT accepts employment as SUPERINTENDENT of Elliott County Schools for a term commencing July 1, 2014, and ending June 30, 2018.

2. **PROFESSIONAL CERTIFICATION, DUTIES AND RESPONSIBILITIES**
   A. Certification. The SUPERINTENDENT shall hold a valid SUPERINTENDENT's certificate in administration and supervision issued by the Education Professional Standards Board.

   B. Duties and Responsibilities. The SUPERINTENDENT shall be the executive agent of the BOARD and shall carry out all duties and responsibilities incident to the office of SUPERINTENDENT as assigned by law and such other duties as may be prescribed by the BOARD. The SUPERINTENDENT shall not engage in outside employment without an advance written request and specific consent of the BOARD set out in the minutes of a duly held meeting of the BOARD. Subject to BOARD policies, the SUPERINTENDENT shall supervise the general conduct of the schools, the course of instruction, the discipline of students, and the management of business affairs. The SUPERINTENDENT shall execute the educational policies, orders, directives, and administrative functions of the BOARD, and shall from time to time recommend regulations, policies, and procedures deemed necessary for the well ordering of the school district. The SUPERINTENDENT shall be responsible for the hiring, dismissal, and supervision of all personnel in the district, pursuant to the statutes of the Commonwealth of Kentucky. Members of the

Chairperson initials CJP Superintendent initials CTP

BOARD, individually and collectively, shall promptly refer all criticisms, complaints, and suggestions called to their attention to the SUPERINTENDENT for study, appropriate action, or recommendation. The SUPERINTENDENT shall attend all BOARD meetings except when otherwise provided by law both as to serving in the capacity as superintendent. The SUPERINTENDENT shall also attend all BOARD committee meetings, serve as an ex-officio member of all BOARD committees, and provide administrative recommendations on each item of business considered by each committee.

No policy of the BOARD shall diminish the SUPERINTENDENT's legitimate power or authority as prescribed by the applicable laws of the Commonwealth of Kentucky. Moreover, all duties assigned to the SUPERINTENDENT by the BOARD shall be appropriate to and consistent with the professional role and responsibility of the SUPERINTENDENT.

3. **PROFESSIONAL GROWTH AND DEVELOPMENT**

The BOARD encourages the continuing professional growth and development of the SUPERINTENDENT through:

A. the operations, programs, and other activities conducted or sponsored by local, state, and national school administrator and school board associations;

B. seminars and courses offered by public or private educational institutions; and

C. information meetings with other persons whose particular skills or backgrounds would serve to improve the capacity of the SUPERINTENDENT to perform his professional responsibilities for the Elliott County Schools.

In its encouragement, the BOARD shall permit a reasonable amount of release time for the SUPERINTENDENT to attend such matters and shall pay for the necessary fees, travel, and subsistence expenses as reasonable, as approved by the BOARD in the annual budget or otherwise by specific BOARD action.

4. **COMPENSATION AND EVALUATION**

The salary for serving as SUPERINTENDENT shall be Ninety-five Thousand Dollars ($95,000) per school year. The salary will be paid in installments in the same manner and 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 CONTRACT, provided that in no event shall the SUPERINTENDENT be paid less than the salary specified above. Any such adjustment of salary

Chairperson initials CJP

Superintendent initials MPT

made during the term of this CONTRACT shall be in the form of an amendment to this CONTRACT. Any said adjustment shall become part of this CONTRACT, but it shall not be deemed that the BOARD and the SUPERINTENDENT have entered into a new CONTRACT, nor shall it be deemed that the termination date of the existing CONTRACT 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. Nevertheless, and in any event, irrespective of any merit based adjustment in the salary during the term of this CONTRACT, the SUPERINTENDENT shall receive an increase each school year of this CONTRACT by an amount at least equal to the greatest percentage increase received by any certified employee on any one rank and step of the district salary schedule.

The BOARD shall evaluate and assess in writing the performance of the SUPERINTENDENT at least once each school year as provided for under KRS 156.557(4) during the term of this CONTRACT. This evaluation and assessment shall be reasonably related to the position description of the SUPERINTENDENT and the goals and objectives of the Elliott County Schools for the period in question. The SUPERINTENDENT shall submit to the BOARD a recommended format for this written evaluation and assessment that shall be consistent with the evaluation criteria established by the Kentucky Department of Education for the position of superintendent. The BOARD shall meet and discuss the evaluation format with the SUPERINTENDENT, attempting in good faith to agree on the development and adoption of a mutually agreeable evaluation format.

5. **WORKING DAYS AND BENEFITS**

A. It is understood and agreed that each school year, from July 1 through June 30 during the term of this CONTRACT, shall consist of 240 working days leaving twenty (20) noncontract days each school year. If the SUPERINTENDENT elects to be away from the job for ten (10) or more working days consecutively or for more than fifteen (15) working days in any school month, this shall be subject to BOARD approval.

B. The SUPERINTENDENT shall be entitled to all the benefits applicable to twelve (12) month administrative employees as are incident to their employment relationship with the Elliott County Schools, including, but not limited to, sick leave and other leaves created by statute or BOARD policy, any forms of insurance protection, retirement programs, and any other twelve (12) month administrative employee benefit.

C. The SUPERINTENDENT shall receive ten (10) days of annual leave, with pay, which shall be exclusive of legal holidays and other days not considered workdays pursuant to the school calendar adopted by the BOARD. Days of annual leave not taken by the

Chairperson initials CJA

Superintendent initials CMH

SUPERINTENDENT shall accrue, up to a maximum of forty (40) days, and the SUPERINTENDENT shall be compensated for all days accrued at the time of retirement, separation, or termination of employment as SUPERINTENDENT.

D. The SUPERINTENDENT, with prior approval from the BOARD, may undertake consultative work, speaking engagements, lecturing, writing, or other professional duties and obligations, which do not impede or conflict with the SUPERINTENDENT's duties and are of short duration.

If the SUPERINTENDENT is compensated for outside activities by any agency other than this BOARD, the time involved for such functions will be considered as vacation time and this BOARD will not pay the SUPERINTENDENT's salary or expenses for the activity.

E. The BOARD shall pay the SUPERINTENDENT's membership charges to the following professional associations: the Kentucky Association of School Superintendents, the Kentucky Association of School Administrators, and the American Association of School Administrators.

F. The SUPERINTENDENT shall be provided a BOARD owned laptop computer for use at any location and consistent with the School District's acceptable use policy. The available use of such computer shall not reduce the expectation that the SUPERINTENDENT will perform the duties set forth above in the office provided to the optimum extent reasonably possible.

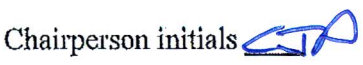
G. The BOARD shall pay a sum not exceeding Seventy-five Dollars ($75) per month for cellular telephone service to facilitate emergency and necessary 24/7 contact with the SUPERINTENDENT concerning the execution of his duties.

6. **EXPENSES**

The BOARD shall pay or reimburse the SUPERINTENDENT for reasonable expenses approved by the BOARD and incurred by the SUPERINTENDENT in the continuing performance of the SUPERINTENDENT's duties under this CONTRACT. Reimbursement for necessary travel by automobile will be reimbursed at the School District's mileage rate.

7. **PROFESSIONAL LIABILITY**

The BOARD agrees the SUPERINTENDENT shall be a covered insured, in his official and individual capacity, under any and all liability insurance 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

Chairperson initials 

Superintendent initials

of his employment, and excluding criminal litigation and intentional acts, to the extent liability coverage is within the authority of the BOARD to provide under state and federal law.

8. **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 prepaid, addressed:

If to the BOARD, addressed to:
Chairman, Board of Education of
Elliott County Schools
P. O. Box 767
Sandy Hook, Kentucky 41171-0767

If to the SUPERINTENDENT, addressed to:
C. Thomas Potter, II, Superintendent
Elliott County Schools
P. O. Box 767
Sandy Hook, Kentucky 41171-0767

9. **TERMINATION**

This CONTRACT may be terminated by:

A. Expiration of its term;

B. Mutual agreement of the parties;

C. Retirement of the SUPERINTENDENT; or

D. Discharge for legal cause pursuant to KRS 160.350.

10. **SAVINGS CLAUSE**

If, during the term of this CONTRACT, it is determined that a specific clause is illegal under state or federal law, the remainder of the CONTRACT not affected by such ruling shall remain in full force and effect.

11. **MISCELLANEOUS**

This CONTRACT 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 CONTRACT, the text shall control.

This CONTRACT shall be executed in duplicate originals.

Chairperson initials CJP

Superintendent initials CTP

This CONTRACT contains all of the 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 WITNESS WHEREOF, the BOARD has caused this CONTRACT to be approved by a duly authorized officer and the SUPERINTENDENT has approved this CONTRACT effective on the day and year specified herein.

BOARD OF EDUCATION OF ELLIOTT COUNTY

By: _____ ATTEST: _____

Chairperson, Charles Porter Secretary

COMMONWEALTH OF KENTUCKY)
) Set.
COUNTY OF ELLIOTT)

The foregoing CONTRACT was duly acknowledged before me by Charles Porter, Chairperson, Board of Education of Elliott County, Kentucky, for and on behalf of the Board of Education, this 16 day of Dec, 2013.

My commission expires: 3-31-14

NOTARY PUBLIC, STATE AT LARGE, KY

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SUPERINTENDENT

By: _____

Superintendent, C. Thomas Potter, II

COMMONWEALTH OF KENTUCKY)
) Set.
COUNTY OF ELLIOTT)

The foregoing CONTRACT was duly acknowledged before me by C. Thomas Potter, II, Superintendent, this 16 day of Dec, 2013.

My commission expires: 3-31-14

NOTARY PUBLIC, STATE AT LARGE, KY

Chairperson initials _____ Superintendent initials _____