

FAYETTE COUNTY PUBLIC SCHOOLS
Lexington, Kentucky
CONTRACT EMPLOYING SUPERINTENDENT

This CONTRACT, made and entered into this 11th day of July, 2011, by and between the BOARD OF EDUCATION OF FAYETTE COUNTY (hereinafter "BOARD"), and DR. THOMAS SHELTON (hereinafter "SUPERINTENDENT"), and authorized by action at a lawful meeting of the BOARD held on the 10th day of June, 2011.

WITNESSETH:

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

IT IS AGREED:

1. TERM OF EMPLOYMENT

The SUPERINTENDENT is hereby hired for a term commencing on September 1, 2011, to June 30, 2015, as Superintendent for the Fayette County Public Schools, Lexington, Kentucky. During the term of this CONTRACT the SUPERINTENDENT shall establish residency in Fayette County, Kentucky.

2. CERTIFICATE

The SUPERINTENDENT shall retain at all times during the term of this CONTRACT, a valid and appropriate certificate to act as Superintendent in accordance with the laws of the Commonwealth of Kentucky and as directed by the BOARD, and comply with KRS 160.350 and the Professional Code of Ethics for Kentucky school certified personnel as enacted by the Education Professional Standards Board.

3. DUTIES

The SUPERINTENDENT shall have charge of the administration of the schools under the direction of the BOARD. The SUPERINTENDENT shall be chief executive officer of the BOARD; shall be responsible for implementation of BOARD policies; shall organize, reorganize, and arrange the administrative and supervisory staff, including instruction and business affairs, as best serve the School District; shall from time to time suggest policies and procedures deemed necessary for the well ordering of the School District, and in general perform all duties that are by law incident to the office of the SUPERINTENDENT and such other duties as may be prescribed by the BOARD from time to time. The BOARD, individually and collectively, shall promptly refer all criticisms, complaints, and suggestions called to its attention to the SUPERINTENDENT for study, recommendation, or appropriate action. The SUPERINTENDENT shall attend all BOARD meetings and all BOARD committee meetings unless excused for just cause or as otherwise permitted or made necessary as a matter of law.

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4. **PROFESSIONAL GROWTH OF SUPERINTENDENT**

The BOARD encourages the continuing professional growth 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 School District.

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

5. **COMPENSATION**

The salary for serving as SUPERINTENDENT shall be not less than Two Hundred Forty Thousand Dollars (\$240,000) per school year with the first year salary of the term of this Contract pro-rated for ten (10) months. The salary shall be paid in equal and regular 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 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 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 year of this CONTRACT as of July 1, 2012, no less than the flat or percentage increase as well as the average of step increases provided to other certified employees of the Fayette County Public Schools.

The BOARD shall evaluate and assess in writing the performance of the SUPERINTENDENT consistent with the present provisions of KRS 156.557 and any future amendment relating to the evaluation of a superintendent during the term of this CONTRACT.. This evaluation and assessment shall be reasonably related to the position description of SUPERINTENDENT and the goals and

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objectives of the School District for the period in question. The SUPERINTENDENT shall submit to the BOARD a recommended format for this written evaluation and assessment. 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.

6. **WORKING DAYS AND BENEFITS**

- A. The SUPERINTENDENT shall be a twelve (12) month (260 work days) certified employee and shall work the days required in the pertinent Board approved/adopted school year calendar. If the SUPERINTENDENT elects to be away from the job for ten (10) or more working days consecutively, this shall be subject to BOARD approval.
- B. The SUPERINTENDENT shall be entitled to all of the benefits applicable to twelve (12) month administrative employees as are incident to their employment relationship with the Fayette County Public Schools, including, but not limited to, emergency leave, leave for jury duty, personal leave, and sick leave. The SUPERINTENDENT shall be permitted to transfer all accumulated sick leave as of August 31, 2011.
- C. The SUPERINTENDENT shall be provided family health and dental insurance.
- D. The BOARD shall pay the aggregate yearly premium costs for disability insurance, major illness/long term care insurance, personal life insurance, and life insurance on immediate family members in a total fiscal year sum during the term of this CONTRACT not to exceed Six Thousand Dollars (\$6,000).
- E. The BOARD recognizes the mutual benefits derived by the SUPERINTENDENT and the BOARD of the SUPERINTENDENT's membership in certain professional organizations. The BOARD shall pay per fiscal year for professional membership dues for the SUPERINTENDENT in the following: 1) KASA (to include cost of liability insurance); 2) KASS; 3) AASA; 4) ASBO; 5) ASCD; 6) KEA/NEA; 7) AERJ; and 8) Sage (Review of Educational Research-4 issues)
- F. The BOARD shall pay or reimburse the SUPERINTENDENT for reasonable expenses incurred in the performance of the duties of the SUPERINTENDENT, including professional travel in an amount not to exceed the amount actually incurred consistent with BOARD policy.
- G. In light of the unique nature of the professional duties of the SUPERINTENDENT and in lieu of purchasing or leasing a vehicle for use by the SUPERINTENDENT or

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reimbursement for mileage and/or gasoline under Board Policy 03.125, the BOARD shall pay the SUPERINTENDENT an automobile allowance of Seven Hundred Fifty Dollars (\$750) per month for in-state travel incurred in connection with the performance of the duties as SUPERINTENDENT during the term of this CONTRACT. The automobile allowance will be adjusted upward each fiscal year of this CONTRACT beginning July 1, 2012, by the same percentage increase, if any, in the single salary schedule for certified employees.

- H. The SUPERINTENDENT shall be entitled to twenty (20) days of paid vacation each school year, which days shall become available on July 1, save and except for the 2011-12 school year when such will become available September 1. The SUPERINTENDENT may carry over up to fifteen (15) days of vacation leave to the contract year after which it is accrued such that the SUPERINTENDENT may not accumulate any more than thirty-five (35) days of vacation leave at any time. All vacation leave time must be utilized during the term of this CONTRACT or be lost. A written request for the use of ten (10) or more working days consecutively as vacation shall be timely presented to the BOARD for approval which shall not unreasonably be withheld.
- I. The SUPERINTENDENT shall be provided a Board owned cellular telephone or like kind of tele-communications device with BOARD contracted and paid for service to use in the execution of his duties.
- J. The BOARD shall reimburse the SUPERINTENDENT for actual expenses incurred in moving his family, furniture, household goods, and related personal belongings from Daviess County, Kentucky, to Fayette County, Kentucky. The amount of reimbursement will be the lowest of three (3) quotes obtained by the SUPERINTENDENT.

7. OUTSIDE EXPENSES

The SUPERINTENDENT may, with the express consent of the BOARD, serve as a consultant to other districts or educational agencies, or engage in writing and speaking activities, so long as such activities do not interfere with the SUPERINTENDENT's duties to this School District and are of short duration.

If the SUPERINTENDENT is compensated for outside activities by an agency other than this BOARD, the time involved for such functions will be considered as his leave, or leave without pay if he does not then have leave time available, and this BOARD will not pay the SUPERINTENDENT's salary or expenses for the activity.

8. PROFESSIONAL LIABILITY

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

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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 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.

9. **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, address to:
Chairman, Board of Education
Fayette County Public Schools
701 East Main Street
Lexington, KY 40502

If to the SUPERINTENDENT, address to:
Superintendent
Fayette County Public Schools
701 East Main Street
Lexington, KY 40502

10. **TERMINATION OF EMPLOYMENT CONTRACT**

This CONTRACT may be terminated as per the Board's policy and under State statutory law and pertinent case decisions and shall also include the following:

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

The BOARD recognizes the SUPERINTENDENT may be subpoenaed and/or requested by legal counsel for the BOARD to participate in School District related administrative or judicial proceedings following the termination of this CONTRACT. In such event, the SUPERINTENDENT shall be reimbursed on a per diem basis prorated by the half hour, calculated upon the salary received in the final fiscal year of this CONTRACT.

11. **SAVINGS CLAUSE**

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

12. **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.

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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.

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 TESTIMONY THEREOF, the BOARD and the SUPERINTENDENT have caused this CONTRACT 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 FAYETTE COUNTY

BY: John D. Price
CHAIRPERSON

ATTEST:
William Bacon
SECRETARY

COMMONWEALTH OF KENTUCKY }
COUNTY OF Fayette } Sct.

Subscribed and sworn to before me by John Price, Chairman, Fayette County Board of Education, on this the 11th day of July, 2011.

My Commission expires: 9-15-12, 2012.

Cheryl K. Neal
NOTARY PUBLIC

Thomas Shelton
THOMAS SHELTON
SUPERINTENDENT

COMMONWEALTH OF KENTUCKY }
COUNTY OF Fayette } Sct.

Subscribed and sworn to before me by Dr. Thomas Shelton on this the 11th day of July, 2011.

My Commission expires: 9-15-12, 2012.

Cheryl K. Neal
NOTARY PUBLIC

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Chairperson Initials JDP

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