

MADISON COUNTY SCHOOLS
MADISON COUNTY, KENTUCKY

CONTRACT EMPLOYING SUPERINTENDENT

This CONTRACTUAL AGREEMENT is made and entered into this 8th day of January, 2015, by and between the **BOARD OF EDUCATION OF MADISON COUNTY, KENTUCKY** (hereinafter the "BOARD"), and **ELMER THOMAS** (hereinafter "SUPERINTENDENT"), and authorized by action at a lawful meeting of the BOARD held on the 8th day of January, 2015.

WITNESSETH:

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

The SUPERINTENDENT shall hold a valid certification for this position at the time of employment and shall keep a valid certificate throughout the life of this contract. Failure to maintain a valid certificate shall be cause for dismissal.

IT IS AGREED:

1. TERM OF EMPLOYMENT.

SUPERINTENDENT is hereby hired and retained for a term of four (4) years, commencing on the 1st day of July, 2015 through the 30th day of June, 2019, as Superintendent of Schools for the Madison County School District.

2. DUTIES.

The duties and responsibilities of the SUPERINTENDENT shall be all those duties as assigned 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 required 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. The provisions shall be limited to seminars, courses, or programs that would be for the benefit of the Madison 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. The BOARD shall approve any out-of-state travel by the SUPERINTENDENT.

However, if the SUPERINTENDENT elects to attend any function, meeting, seminar, or program wherein he is compensated as a lecturer, consultant. 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 base salary shall be SUPERINTENDENT'S 2014-15 total salary (\$143,741.75) plus the same increase allotted to all certified employees in the District for the 2015-16 school year.

Beginning July 1 of each contract year, SUPERINTENDENT'S annual salary may be increased by any fiscal year increase allotted to all certified employees in the District.

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 SUPERINTENDENT shall be noted in the minutes of the next regularly scheduled BOARD meeting after said days are taken.

b. Benefits. 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 the date of this AGREEMENT. The SUPERINTENDENT shall be entitled to twenty (20) annual leave days per year with a maximum

of ten (10) unused days per year that can carry forward. A maximum of thirty (30) days may be carried forward. Any unused annual leave days not used shall be paid to the SUPERINTENDENT at his daily rate by June 30 of the current year and any days carried forward (not to exceed thirty (30) days) shall be paid in the same manner upon separation. The SUPERINTENDENT shall report the utilization of any sick and/or leave days on a monthly basis to a board member designated by the chairperson.

- d. Expenses. The BOARD may pay or reimburse the 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 may pay dues for the Kentucky Association of School Superintendents (KASS), the Kentucky Association of School Administrators (KASA), and the American Association of School Administrators (AASA).
- f. Mileage Expense. The BOARD shall pay mileage expense to the SUPERINTENDENT in the amount of \$450.00 per month, for the use of the SUPERINTENDENT'S personal vehicle for District purposes, both inside and outside the District.
- g. Insurance. During the term of this contract, the BOARD agrees to provide a family health plan at District expense from a group plan

available through the District with the specific plan to be selected by the SUPERINTENDENT.

6. TERMINATION OF EMPLOYMENT AGREEMENT.

This AGREEMENT may be terminated as per the Board's Policy for the following reasons:

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

7. BOARD POLICY.

The SUPERINTENDENT'S duties and responsibilities are governed by Board policy, unless otherwise specifically modified herein above.

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 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 WHEREOF, 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 MADISON COUNTY SCHOOLS

By: _____

John Lackey
John Lackey, Chairperson

ATTEST

[Signature]

Witness

[Signature]

Elmer Thomas, Superintendent

STATE OF KENTUCKY
COUNTY OF MADISON

SUBSCRIBED and SWORN to before me by JOHN LACKEY as Chairperson of the MADISON COUNTY BOARD OF EDUCATION to be the act and deed of the Board, and by Jason Morgan, as Witness, on this 8th day of January, 2015.

Brian Barnes

Notary Public

My commission expires: 11/19/18

STATE OF KENTUCKY

COUNTY OF MADISON

SUBSCRIBED and SWORN to before me by ELMER THOMAS on this 8th
day of January, 2015.

Bruan Barner

Notary Public

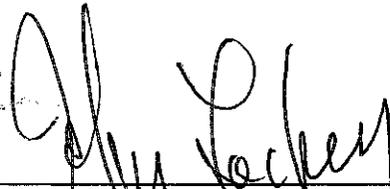
My commission expires: 11 / 19 / 18

Addendum

This is an addendum to the Supt. contract effective July 1, 2015. The superintendent shall work 242 days as presented and passed at the August 13, 2015 Board Meeting. In addition, the superintendent shall have the same retirement benefits as provided certified employees under the Kentucky Teachers Retirement System and as in Board policy.

Redact

This redacts Section 5(c) Leaves and Section 7 Board Policy so that 5(c) now reads: The Superintendent shall accrue all leave days as authorized by Board Policy for certified employees. All accrued annual leave days shall be paid to the superintendent upon retirement or separation. The Superintendent shall report the utilization of any sick and/or leave days on a monthly basis to a board member designated by the chairperson. And Section 7 now reads: The Superintendent's duties and responsibilities are governed by Board policy, unless specifically modified herein above.



Chairperson, Madison County Schools



Supt., Madison County Schools



Attest, Witness

Bruce Barnes
Notary #523275
exp: 11/19/18