

MADISON COUNTY SCHOOLS
MADISON COUNTY, KENTUCKY

CONTRACT EMPLOYING SUPERINTENDENT

This CONTRACTUAL AGREEMENT is made and entered into this 26th day of July, 2013, 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 26th day of July, 2013.

WITNESSETH:

NOW, THEREFORE, the BOARD and SUPERINTENDENT, for the 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 three (3) years, commencing on the 1st day of August, 2013 through the 30th day of June, 2016, 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 salary shall be \$143,000.00 per school year. The salary shall be paid in bi-monthly installments on the same dates as administrators who work twelve (12) months are paid.

Beginning July 1 of each contract year, SUPERINTENDENT'S annual base salary may be increased by any fiscal year increase allotted to all certified employees in the District. The salary calculation will be the same for the SUPERINTENDENT, as it would for any other classified employee with a rank one standing.

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. **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.

- 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 Superintendents.

- f. Mileage Expense. The BOARD shall reimburse SUPERINTENDENT, at the Board approved mileage rate, for the use of the SUPERINTENDENT'S personal vehicle for District purposes, both inside and outside the District.

- 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.

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.

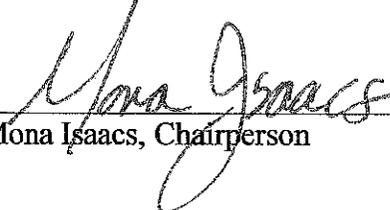
Paragraph headings have been inserted for convenience or reference only, and if there shall be any conflict between any such headings and the text of this AGREEMENT, the text shall control.

This AGREEMENT shall be executed in duplicate originals.

This AGREEMENT contains all 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 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: 
Mona Isaacs, Chairperson

ATTEST:


Witness


ELMER THOMAS, Superintendent

STATE OF KENTUCKY

COUNTY OF MADISON

SUBSCRIBED and SWORN to before me by MONA ISAACS as Chairperson of the MADISON COUNTY BOARD OF EDUCATION to be the act and deed of the Board, and by Sean Hamilton, as Witness, on this 26 day of July 2013, 2013.

Brian Barnes

Notary Public

My commission expires: 10/18/2014

STATE OF KENTUCKY

COUNTY OF MADISON

SUBSCRIBED and SWORN to before me by ELMER THOMAS on this 26 day of July, 2013.

Brian Barnes

Notary Public

My commission expires: 10/18/2014

MADISON COUNTY SCHOOLS
Richmond, Kentucky

**AMENDMENT TO
CONTRACT EMPLOYING SUPERINTENDENT**

This AMENDMENT TO THE CONTRACTUAL AGREEMENT ("AGREEMENT") by and between the **BOARD OF EDUCATION OF MADISON COUNTY ("BOARD")**, and **ELMER THOMAS ("SUPERINTENDENT")**, and is authorized by action taken at a lawful meeting of the BOARD held on May 8, 2014, as found in the minutes of that meeting:

W I T N E S S E T H:

WHEREAS, the BOARD and the SUPERINTENDENT having entered into a CONTRACTUAL AGREEMENT dated July 26, 2013, which expires June 30, 2016;

NOW, THEREFORE, the BOARD and SUPERINTENDENT, for the consideration specified in the AGREEMENT, agree to amend said AGREEMENT as follows:

5. WORKING DAYS AND BENEFITS

- 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).
- h. Mileage Expenses. The BOARD shall pay mileage expense to the SUPERINTENDENT in the amount of \$275.00 per month, for the use of the SUPERINTENDENT'S personal vehicle for District purposes, both inside and outside the District.

