SUPERINTENDENT'S CONTRACT
COMMONWEALTH OF KENTUCKY
COUNTY OF POWELL

This Contract made and entered into this 11th day of May 2011, by and between the Board of Education of Powell County, Kentucky, hereinafter "The Board", and Michael H. Tate, hereinafter "The Superintendent."

WITNESSETH:

The Superintendent, hereby contracts with The Board to serve as superintendent of schools of Powell County, Kentucky, hereinafter "The District", for a term of four (4) years beginning on July 1, 2011 and ending on June 30, 2015, and to serve in such capacity in accordance with the laws of the Commonwealth of Kentucky, and the rules and regulations prescribed in pursuance thereof by the State Board for Elementary and Secondary Education.

That The Board hereby agrees to employ The Superintendent for such period of time upon the terms and conditions hereinafter set out. The forgoing notwithstanding, it is understood by and between the parties that this Contract is contingent upon The Superintendent presenting to The Board a statement signed by the chief state school officer that The Superintendent has been duly issued a certificate of administration and supervision issued in accordance with the provisions of law and which qualifies him to hold the position to which he has been appointed, and he shall hold such certificate throughout the period of his employment. Further, The Superintendent, if he has not, must successfully complete the training program and assessment center process within one (1) year of assuming his duties as superintendent. The Contract is also contingent upon The Superintendent submitting to a national and state criminal history background check by the Kentucky State Police and the Federal Bureau of Investigation and The Superintendent shall be on probationary status pending receipt of the criminal history background check.

It is agreed between the parties that The Superintendent shall receive an annual salary of ninety-eight thousand dollars ($98,000.00) (plus any percent pay raise received by employees) for two-hundred forty (240) days per annum, subject to increases as provided below. The salary shall be paid in twenty-four (24) equal installments on the first day of each month and the middle of each month, except that if the first day of the month or middle of the month falls on a Saturday, Sunday or holiday, payment is to be made by The District on the previous working day before Saturday, Sunday or holiday. Checks will be issued pursuant to The Board policy. The 240 day includes four (4) paid holidays and any sick days earned and taken during the pay period. The non-contract days falling during any pay period shall not count toward the 240 days of this Contract for which The Superintendent shall receive remuneration. Any time work for which pay is received, other than the paid holidays and earned sick days, must be made up prior to the end of the current school year, or pay so received shall be withheld from the final salary payment of that school year. In addition four-hundred and sixteen dollars and sixty-seven cents ($416.67) shall be paid in twenty-four (24) installments for contribution to The Superintendent's 401k retirement plan. These installments are not subject to pay increase received by employees.

During the term of this Contract, The Board may in its discretion increase The Superintendent's compensation for services as an administrator so that the total salary may be greater than set forth above. Provided, however, no increases shall be given until after an annual evaluation of The Superintendent and such evaluation must reveal that The Superintendent is performing his duties satisfactorily or better. The annual evaluations shall be done thoroughly and promptly by The Board.

It is further understood and agreed by the parties that there shall be paid to or on behalf or for the benefit of or furnished to The Superintendent the following:

1. Four (4) paid holidays;
2. Travel expenses which shall be reimbursed to him for all reasonable out-of-town expenses incurred in pursuing the normal and customary duties of the superintendency during the term of this contract, and the necessary time and expenses in order for him to continue his professional knowledge and growth by attending necessary meetings;
3. Sick days shall be earned and accumulated as follows: twelve (12) per year which may be accumulated without limitation;
4. Health, dental, and vision for The Superintendent and eligible family members;
5. Membership fees in professional organizations pertaining to the duties, responsibilities, and functions of the superintendency.

It is further agreed that The Superintendent shall devote himself exclusively to his duties as required by law, the rules and regulations of the State Board for Elementary and Secondary Education, The District and The Board.

The Board, individually and collectively, shall refer promptly to The Superintendent all criticisms, complaints, and suggestions called to its attention and The Superintendent shall promptly study same and make recommendations to The Board.

In testimony whereof, witness the signatures of the parties hereto as of the day, month and year first above written.

BOARD OF EDUCATION OF POWELL COUNTY, KENTUCKY
BY: David G. Griffin
CHAIRPERSON

ATTEST:
Donna R. Hall
BOARD ATTORNEY

MICHAEL H. TATE:
Michael Tate
SUPERINTENDENT

Subscribed and sworn before me this 11th day of May 2011.
Deann Meadows
Notary Public-State at Large
My Commission Expires: 12-27-2011

ADDENDUM TO SUPERINTENDENT CONTRACT

This is an addendum to the original contract entered into on May 11, 2011, with the Superintendent, Michael Tate. The purpose of the addendum is to include the following items as part of the total salary paid to the Superintendent. These items will include the following:

1. Twenty-four (24) installment payments of $416.67 for Superintendent's 401K.

2. Health, dental and vision insurance for the Superintendent and eligible family members paid by the District.

These items are to be included as part of the for the Superintendent's salary because it effects the Superintendent's retirement account balance and it is at no additional cost to the District since these items are already paid by the District on behalf of the Superintendent.

Michael Tate
Superintendent

David J. Griffin
Board Chair

July 19, 2011
Date