SUPERINTENDENT'S CONTRACT

Effective July 1, 2012 – June 30, 2015

THIS SUPERINTENDENT'S CONTRACT (the "Contract") is made and entered into between **THE BOARD OF EDUCATION OF SILVER GROVE INDEPENDENT SCHOOLS** (the "Board" or the "District") and **KENNETH G. ELLIS** (the "Superintendent"), as of the date first written below.

WITNESSETH:

WHEREAS, the Board desires to hire a Superintendent of Schools of the District in accordance with the Common School Laws and Regulations prescribed in pursuance thereof by the Kentucky Department of Education; and

WHEREAS, the Superintendent desires to be employed by the Board and to devote his time and best effort to the discharge of the duties of Superintendent as set out by laws, rules, and regulations and policies of the Commonwealth of Kentucky, State Department of Education and the Board.

THEREFORE, by mutual agreement of the parties and in mutual consideration of the agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **Term**. The Board, in consideration of the promises of Superintendent stated in this Contract, employs Superintendent, and Superintendent accepts employment, as Superintendent of schools for a three (3) year term commencing on July 1, 2012 and ending on June 30, 2015. This Contract requires the services of the Superintendent for Two Hundred Forty (240) days per school year.

2. **Professional**. Superintendent shall hold and maintain a valid certificate issued by the Kentucky Department of Education that qualifies the Superintendent for that position.

3. **Duties**. The Superintendent shall have charge of the administration of the District under the direction of the Board. The Superintendent shall be chief executive officer of the Board; shall be responsible for the implementation of Board policies; shall serve as the District's financial officer; shall direct and assign teachers and other employees of the District under the Superintendent's supervision; shall organize, reorganize and arrange the administrative and supervisory staff, including instruction and business affairs, as best serves the District subject to approval of the Board; shall from time to time suggest regulations, rules and procedures deemed necessary for the well ordering of the 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 Board meetings and all Board committee meetings, if any, unless such meetings occur at a time when the Superintendent would otherwise not be in the District pursuant to the terms of this Contract.

4. **Outside Activities**. The Superintendent shall devote his time attention, and energy exclusively to the business of the District, pursuant to KRS 160.390. The Superintendent shall not engage in outside employment without advance written and specific consent of the Board set out in the Board minutes.

5. **Compensation**. The Superintendent shall receive an annual salary as follows:

a. from July 1, 2012 through June 30, 2013, Superintendent shall receive an annual salary of **One Hundred Fifteen Thousand Dollars and Zero Cents ($115,000.00)** plus the average percentage increase in pay, if any, including step increases, granted to other certified personnel of the District for school year 2012-2013.

b. from July 1, 2013 through June 30, 2014, Superintendent shall receive the same salary as school year 2012-2013 plus the average percentage increase in pay, if any, including step increases, granted to other certified personnel of the District for school year 2013-2014.

c. from July 1, 2014 through June 30, 2015, Superintendent shall receive the same salary as school year 2013-2014 plus the average percentage increase in pay, if any, including step increases, granted to other certified personnel of the District for school year 2014-2015.

d. The District shall pay the Superintendent's annual contribution to Kentucky Teachers' Retirement System of 10.855% of the Superintendent's annual salary. The Superintendent shall not receive any contribution from the District to the District's 401K Employer Matched Program.

e. The Superintendent's salary shall be paid in bi-monthly installments on the same dates administrators who work 12 months are paid.

6. **Vacation**. The Superintendent shall be entitled to ten (10) paid vacation days with carry over privilege the same as all other administrators in the District. The Superintendent's vacation schedule shall be subject to review by the Board. Any unused vacation shall be purchased by the Board at Superintendent's then current salary rate.

7. **Sick Leave**. The Superintendent shall be entitled to ten (10) days of sick leave per year, which may be accumulated as provided in KRS 161.155.

8. **Professional Development**. The Superintendent may join three (3) professional or civic organizations related to his position as Superintendent and of value to the school district,

the annual membership dues for which shall be paid by the Board. The Superintendent, at Board expense, may attend such professional conferences as are consistent with his position as Superintendent, and which Superintendents of other school systems are likely to attend, including, but not limited to those sponsored by KSBA, NSBA, and AASA.

9. **Expenses**. The District shall reimburse the Superintendent for all of his reasonable out-of-pocket expenses relative to this position upon approval by the Board.

10. **Legal Services, Liability Insurance**. The Board shall provide all legal services required by the Superintendent including cost of legal fees, court costs, and other necessary and incidental costs associated therewith and shall otherwise reimburse the Superintendent for all legal expenses occasioned by the performance of his duties and shall otherwise defend, hold harmless and indemnify the Superintendent from any and all demands, claims, suits, actions and legal proceedings brought against the Superintendent occasioned by the performance of his duties, and shall provide liability insurance for his benefit covering acts and omissions within the course and scope of his employment as Superintendent in at least equal measure as is currently available from insurance carriers for all other School District employees.

11. **Annual Physical Exam**. The Superintendent shall submit to an annual routine physical examination by a local physician of his choice, which shall be at Board expense. If the examining physician orders a more comprehensive examination or tests, that portion thereof not covered by the Superintendent's medical/hospitalization insurance shall be at Board expense. The Superintendent shall provide the results of the annual physical examination to the Board and said results/records shall remain confidential.

12. **Goals and Objectives**. On or prior to the execution of this Contract, the parties shall meet to establish Board goals and objectives for the ensuing school year. The goals and

objectives shall be reduced to writing and be among the criteria by which the Superintendent is evaluated. On or prior to June 30 of each school year, the parties will meet to establish Board goals and objectives for the next succeeding school year, if applicable, in the same manner and with the same effect.

13. **Evaluation**. The Board shall evaluate and assess in writing the performance of the Superintendent at least once a year during the term of this Contract. This evaluation and assessment shall be reasonably related to the position description of Superintendent and the goals and objectives of the Board for the period in question. 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 development and adoption of a mutually agreeable evaluation format.

14. **Contract Termination or Removal**. This Contract may be terminated by:

a. Mutual agreement of the parties;

b. Disability or Death of Superintendent;

c. Discharge of Superintendent for Cause. The Board may discharge for cause the Superintendent for conduct of the Superintendent that results in a revocation or suspension of the Superintendent's certificate by the Educational Professional Standards Board pursuant to KRS 161.120(1) (a through o, or as amended). Notice of discharge for cause shall be given in writing and Superintendent shall be entitled to appear before the Board to discuss and address such cause. If Superintendent chooses to be accompanied by legal counsel at such meeting, he shall bear any costs involved. The Superintendent may choose whether the meeting shall be conducted in closed, executive session. Superintendent shall be provided a written decision describing the results of the meeting and action taken therein.

IN WITNESS WHEREOF, the parties execute this Contract in conformity with a resolution of the Board passed on _____.

SUPERINTENDENT:

Kenneth G. Ellis 5/19/11

KENNETH G. ELLIS DATE

BOARD OF EDUCATION OF
SILVER GROVE INDEPENDENT SCHOOLS

Melanie Pelle 5-19-11

MELANIE PELLE, CHAIRPERSON DATE

5-19-11

TIM HURST DATE

Tonya Batton 5-19-11

TONYA BATTON DATE

Ruby Kane 5-19-11

RUBY KANE DATE

5-25-11

JOE PELLE DATE

(Being all the members of the Board of Education of Silver Grove Independent Schools.)

AMERNDMENT TO SUPERINTENDENTS'S CONTRACT

This **Amendment to Superintendent's Contract** (the "Amendment") is made and entered into between **THE BOARD OF EDUCATION OF SILVER GROVE INDEPENDENT SCHOOLS** (the "Board" or the "District") and **KENNETH G. ELLIS** (the "Superintendent"), as of the date first written below.

WITNESSETH:

WHEREAS, the parties hereto entered into q written Superintendent's Contract setting forth the terms of employment of the Superintendent on June 14,2010 with an effective term of July 1, 2010 through June 30, 2012 ("Superintendent's Contract"); and

WHEREAS, the Superintendent has performed admirably in the position, and may positive changes, the District desires to increase the Superintendent's compensation to reflect his work.

Therefore, by mutual agreement of the parties and in mutual consideration of the agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree to AMEND the Superintendent's contract as follows:

3, **Duties.** The Superintendent shall have charge of the administration of the District under the direction of the Board. The Superintendent shall be chief executive officer of the board/ shall be responsible for the implementation of Board policies; shall direct and assign teachers and other employees of the District under the Superintendent's supervision; shall organize, reorganize and arrange the administrative and supervisory staff, including instruction and business affairs, as best serves the District subject to approval of the board, shall from time to time suggest regulations, rules and procedures deemed necessary for the well ordering of the 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 Board meetings and all board committee meetings, if any, unless such meetings occur at a time when the Superintendent would otherwise not be in the District pursuant to the terms of his contract.

5. **Compensation**. The Superintendent shall receive an annual salary as follows:

a. from July 1 2010 through June 30, 2011, Superintendent shall receive an annual salary of **Ninety-Nine Thousand, Nine Hundred Ten Dollars and Zero Cents ($99,910.00)**; and

b. from July 1 2011, through June 30, 2012, Superintendent shall receive an annual salary of **One Hundred Fifteen Thousand Dollars and Zero Cents ($115,000.00).**

c. The District shall pay the Superintendent's annual contribution ot Kentucky Teachers' Retirement System of 10.855% of the Superintendent's base salary. The Superintendent shall not receive any contribution from the District to the District's 401K Employer Matched Program.

d. The Superintendent's salary shall be paid in bi-monthly installments on the same dates administrators who work 12 months are paid.

All other provisions from the Superintendent's Contract shall remain in full force and effect.

IN WITNESS WHEREOF, the parties execute this Amendment in conformity with a resolution of the Board passed on June 18th, 2012

SUPERINTENDENT:

6/18/12

BOARD OF EDUCAITON OF
SILVER GROVE INDEPENDENT SCHOOLS

MELANIE PELLE, CHAIRPERSON DATE

Melanie Pelle 6/18/12

TIM HURST DATE

6/18/12

TONYA BATTON DATE

Tonya Batton 6/18/12

JENNIFER STEIDEL-JONES DATE

Jennifer Steidel-Jones 6/18/12

(Being all the members of the Board of Education of Silver Grove Independent Schools, one vacancy)