

**SECOND ADDENDUM TO CONTRACT
RE-EMPLOYING SUPERINTENDENT**

This Second Addendum to Contract Re-Employing Superintendent, by and between the Board of Education of Spencer County, Kentucky ("Board"), and Charles Adams, Superintendent ("Superintendent"), made and entered into this the 24 day of June, 2013, pursuant to, *inter alia*, KRS 160.350(4), commonly referred to as the "Evergreen Clause."

WITNESSETH:

WHEREAS, the parties entered into a contract of employment dated March 24, 2011, whereby the Board employed and appointed Charles Adams to continue as Superintendent of the Spencer County Schools for a term scheduled to expire on June 30, 2015;

WHEREAS, the Board took action upon motion and vote at a meeting on June 14, 2012, to extend the term of the Contract as Superintendent for one (1) fiscal year pursuant to KRS 160.350(4), such that the term of the Contract as Superintendent was scheduled to expire on June 30, 2016;

WHEREAS, the Board took action upon motion and vote at a meeting on June 24, 2013, to further extend the term of the Contract as Superintendent for one (1) fiscal year pursuant to KRS 160.350(4), such that the term of the Contract as Superintendent is scheduled to expire on June 30, 2017;

WHEREAS, for good and valuable consideration recognized by each party to this Second Addendum to Contract Re-Employing Superintendent, including the Board's willingness to exercise its authority under KRS 160.350(4), as set out above, a change in the number of work days and accumulation and use of vacation days has been negotiated;

NOW THEREFORE, pursuant to the action of the Board as above detailed, the Board and Superintendent agree as follows:

1. Paragraph 1 of the original Contract as Superintendent is hereby further amended such that the term of employment and appointment as superintendent shall now expire on June 30, 2017.

2. Paragraph 6.A. is hereby amended to read:

It is understood and agreed that each school year, from July 1 through June 30 during the term of this CONTRACT, shall consist of 260 working days. If the SUPERINTENDENT

 Supt. initials

 Chair initials

elects to be away from the job for more than five (5) working days consecutively, this shall be subject to BOARD approval.

3. Paragraph 6.G. is hereby amended to read:
Vacation Days — The SUPERINTENDENT shall be provided twenty (20) vacation days per fiscal year, with pay, which shall become available at the commencement of each fiscal year, and which shall be exclusive of legal holidays as reflected in the school calendar adopted by the BOARD for which the SUPERINTENDENT shall be paid, to be used at the discretion of the SUPERINTENDENT on any of the working days of this CONTRACT, subject however to the provisions of Paragraph 6A herein above. Unused annual vacation may accrue not more than ten (10) vacation days per fiscal year, provided, however, that the total number of accrued vacation days that may be available for use as of June 30 of each fiscal year of the Contract Re-Employing Superintendent, as extended, shall not exceed 150, which total shall include those unused vacation days that had accumulated as of June 30, 2013. Beginning with the vacation days earned at the commencement of the 2013-14 fiscal year, unused annual vacation days beyond the ten (10) subject to accrual shall be paid out to the SUPERINTENDENT annually at the then calculated daily rate of the CONTRACT. Additionally, unused annual vacation days subject to accrual which would cause the total number of accrued vacation days to exceed 150 as of each June 30 during the term of the Contract Re-Employing Superintendent, as extended, or as may be extended by further action of the BOARD, shall be paid out to the SUPERINTENDENT at the then calculated daily rate of the CONTRACT. The SUPERINTENDENT shall be compensated for all days accrued at the time of retirement, separation, or termination of employment. Upon retirement, the SUPERINTENDENT shall be paid the then current value of any unused vacation days as permitted by law.

4. Other than as set forth and amended in ¶¶ 1-3 above, the parties agree to in all respects be bound by the Contract as Superintendent dated March 24, 2011, and state that Contract is in full force and effect with the salary being as reflected in minutes of a duly held meeting of the Board incorporated and to be incorporated in the future by specific reference as if set out in full.

 Supt. initials

 Chair initials

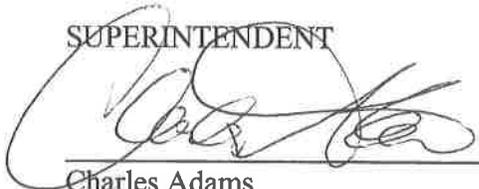
5. If, during the term of the Contract Re-Employing Superintendent, as extended, it is found that a specific provision is illegal under State or Federal law, the remainder of the Contract as Superintendent not affected shall be enforced.

BOARD OF EDUCATION
OF SPENCER COUNTY

BY: 
Chairperson

ATTEST:


Acting Secretary


SUPERINTENDENT
Charles Adams

**ADDENDUM TO CONTRACT
RE-EMPLOYING SUPERINTENDENT**

This Addendum to Contract Re-Employing Superintendent, by and between the Board of Education of Spencer County, Kentucky ("Board"), and Charles Adams, Superintendent ("Superintendent"), made and entered into this the 14 day of June, 2012, pursuant to, *inter alia*, KRS 160.350(4), commonly referred to as the "Evergreen Clause."

WITNESSETH:

WHEREAS, the parties entered into a contract of employment dated March 24, 2011, whereby the Board employed and appointed Charles Adams to continue as Superintendent of the Spencer County Schools for a term scheduled to expire on June 30, 2015;

WHEREAS, the Board took action upon motion and vote at a meeting on June 14, 2012, to extend the present term of the Contract as Superintendent for one (1) fiscal year pursuant to KRS 160.350(4), with the record facts existing to support this action.

NOW THEREFORE, pursuant to the action of the Board as above detailed, the Board and Superintendent agree as follows:

1. Paragraph 1 of the Contract as Superintendent is hereby amended such that the term of employment and appointment as superintendent shall now expire on June 30, 2016.
2. Other than as set forth and amended in ¶1 above, the parties agree to in all respects be bound by the Contract as Superintendent dated March 24, 2011, and state that Contract is in full force and effect.
3. If, during the term of the Contract as Superintendent as extended for one (1) fiscal year it is found that a specific provision is illegal under State or Federal law, the remainder of the Contract as Superintendent not affected shall be enforced.

BOARD OF EDUCATION
OF SPENCER COUNTY

BY:

M. Jeanie Stevens
Chairperson

ATTEST:

Charles Adams
Secretary

Charles Adams
Charles Adams

SPENCER COUNTY SCHOOLS
Taylorsville, Kentucky
CONTRACT RE-EMPLOYING SUPERINTENDENT

This CONTRACT, made and entered into this 24 day of March, 2011, by and between the BOARD OF EDUCATION OF SPENCER COUNTY (hereinafter "BOARD"), and CHARLES ADAMS (hereinafter "SUPERINTENDENT"), and authorized by action at a lawful meeting of the BOARD held on the 24 day of March, 2011.

W I T N E S E T H :

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 re-hired and retained for a term commencing on July 1, 2011, to June 30, 2015, as Superintendent for the Spencer County Schools, Taylorsville, Kentucky. The "Evergreen Clause" provision set out in KRS 160.350(4) shall apply to this CONTRACT such that the CONTRACT may annually be extended for one (1) additional year provided the BOARD takes such action by motion prior to June 30 of that year.

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

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study, recommendation, or appropriate action. The SUPERINTENDENT shall attend all BOARD meetings and all BOARD committee meetings.

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.

5. **COMPENSATION**

The salary for serving as SUPERINTENDENT shall be One Hundred Twenty-five Thousand Sixty-six Dollars (\$125,066) per school year. The salary shall be paid in bi-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 no less than the increase provided to other certified employees of the Spencer County 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 including any extension pursuant to the Evergreen Clause referenced hereinabove. This evaluation and assessment shall be reasonably related to the position description of SUPERINTENDENT and the goals and 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

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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. It is understood and agreed that each school year, from July 1 through June 30 during the term of this CONTRACT, shall consist of 240 working days. If the SUPERINTENDENT elects to be away from the job for more than five (5) working days consecutively, this shall be subject to BOARD approval.
- B. The SUPERINTENDENT shall be entitled to all the benefits applicable to twelve (12) month administrative employees as are incident to their employment relationship with the Spencer County Schools, with such modifications as reflected hereinbelow, including, but not limited to, emergency leave (five days), leave for jury duty, personal leave (three days), and sick leave (twenty days), benefits under the Kentucky Teachers' Retirement System, and other administrative certified employee benefits as provided for in BOARD policy. Additionally, the SUPERINTENDENT shall be entitled to an allowance of not to exceed Two Thousand Five Hundred Dollars (\$2,500) to be applied in the discretion of the SUPERINTENDENT for family health coverage, or, reimbursement for the personal retirement contributions during the first two (2) years of this CONTRACT, with Three Thousand Seven Hundred Fifty Dollars (\$3,750) being allowed for such purposes the third year of this CONTRACT, and Five Thousand Dollars (\$5,000) for each subsequent year of the CONTRACT, including any extensions by exercise of the Evergreen Clause set out hereinabove, until the termination of this CONTRACT pursuant to Paragraph 10 hereinbelow.
- C. The BOARD shall fully pay the SUPERINTENDENT's membership charges to the following professional associations: (1) the Kentucky Association of School Superintendents (KASS); and (2) the Kentucky Association of School Administrators (KASA).
- D. The BOARD shall pay the SUPERINTENDENT'S annual dues for membership in not fewer than two (2) local civic related organizations subject to prior approval by the BOARD.
- E. The BOARD shall pay or reimburse the SUPERINTENDENT for reasonable expenses approved by the BOARD and incurred by the SUPERINTENDENT in the continuing performance of his duties under this CONTRACT.
- F. 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 reimbursement

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for mileage and/or gasoline under Board Policy 03.125, the BOARD shall pay the SUPERINTENDENT an automobile allowance of Five Hundred Fifty Dollars (\$550) per month for in-state travel incurred in connection with the performance of the duties as SUPERINTENDENT during the four (4) years of this CONTRACT and for any extended year as the result of the exercise by the BOARD of the Evergreen Clause referenced hereinabove in Paragraph 1.

- G. Vacation Days — The SUPERINTENDENT shall be provided twenty (20) vacation days per fiscal year, with pay, which shall become available at the commencement of each fiscal year, and which shall be exclusive of legal holidays and other days not considered working days pursuant to the school calendar adopted by the BOARD, to be used at the discretion of the SUPERINTENDENT subject however to the provisions of Paragraph 6A hereinabove. Annual vacation shall accrue without limit, and the SUPERINTENDENT shall be compensated for all days accrued at the time of retirement, separation, or termination of employment. Upon retirement, the SUPERINTENDENT shall be paid the then current value of any unused vacation days as permitted by law.
- H. Cellular Telephone — The SUPERINTENDENT shall be provided a Board owned cellular telephone with Board contracted service to use in the execution of his duties.

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 district and are of short terms.

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 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.

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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
Spencer County Schools
207 W. Main Street
Taylorsville, KY 40071

If to the SUPERINTENDENT, address to:
Superintendent
Spencer County Schools
207 W. Main Street
Taylorsville, KY 40071

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.

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.

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.

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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 SPENCER COUNTY

BY: Margaret "Jeanie" Stevens
CHAIRPERSON

ATTEST:
[Signature]
SECRETARY

[Signature]
CHARLES ADAMS, SUPERINTENDENT

COMMONWEALTH OF KENTUCKY)
COUNTY OF SPENCER)
Sct.

Subscribed and sworn to before me by Margaret "Jeanie" Stevens Chairman, Spencer County Board of Education, and CHARLES ADAMS, on this the 24 day of March, 2011.

My Commission expires: 6/14, 2011.

Patti Cotton
NOTARY PUBLIC



Adams Initials [Signature]

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