

Memorandum

TO: Members of the Board

FROM: Charles Adams, Superintendent

RE: Addendum to Superintendent Contract

Vicki and Diana attended a workshop on the Affordable Care Act legislation. They brought it to my attention that the presenter stated all employees of an organization must be offered the same levels of health insurance coverage. It was further stated that Superintendents' contracts that picked up the cost of health coverage would be in violation of the legislation and therefore recommended that the contract be changed.

It is for this reason that I am requesting an addendum to my contract. Please refer below to Paragraph B (under Working Days and Benefits) of my current contract. The allowance I am provided by the board states that it may be used at my discretion for **family health coverage** or personal retirement contributions.

I am requesting the board approve to strike the reference to **family health coverage** from the contract. Upon approval, I will ask our board attorney to prepare the addendum to the contract accordingly and present to the chairman of the board for signature.

- 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.