**SUPERINTENDENT’S EMPLOYMENT CONTRACT**

THIS EMPLOYMENT CONTRACT made and entered into this \_\_\_\_ day of \_\_\_\_\_\_\_\_\_, 2023, at Cadiz, Trigg County, Kentucky, by and between the TRIGG COUNTY BOARD OF EDUCATION as governing body for the Trigg County School District, Board and William Thorpe, Superintendent.

WHEREAS, Board desires to engage Superintendent as the Superintendent of the Trigg County Public Schools in accordance with the terms set forth herein;

NOW, THEREFORE, Board and Superintendent agree and contract as follows:

1. **TERM.** Board employs Superintendent and Superintendent accepts employment as Superintendent of Schools for the Trigg County Public School for a term commencing on July 1, 2023 and ending on June 30, 2027.
2. **COMPENSATION**. Board will pay Superintendent an annual salary of $125,787.00 for the first year of the contract. For each year thereafter, the Superintendent shall receive a 3% increase in salary upon “accomplished” or better evaluation by the Board. The Superintendent shall not participate in cost of living increases applicable to certified employees unless the Board express approves otherwise.

The annual salary will be paid to Superintendent monthly in installments of one-twelfth (1/12) or one-twenty-fourth (1/24) of the annual salary rate, according to the usual approved payment dates for other administrative employees of the school district who are employed on a twelve (12) month basis.

1. **CERTIFICATION AND RESPONSIBILTIES.** Superintendent shall hold a valid certificate issued by the Commonwealth of Kentucky qualifying him to serve as a Superintendent of a public school system within the Commonwealth of Kentucky. He shall furnish to the Board evidence of his maintaining such certificate.

Superintendent shall have charge of the administration of the Trigg County Public Schools under the direction of the Board and will in general perform all duties incident to the office of the Superintendent and such other duties as may be prescribed by the Board or by state or federal statute, rule, or regulation from time to time.

The Board encourages the Superintendent to attend those professional meetings as are necessary to enhance the Trigg County Public Schools and the Superintendent’s professional growth, and as are approved by the Board. The Board will reimburse the actual and necessary expenses of attending the professional meetings in accordance with Board Policy. The Board expects the Superintendent to continue his professional development and expects him to participate in relevant learning experiences which he and the Board believe will do so. The Board will have ultimate discretion in determining the Superintendent’s attendance and amount of funds to defray reasonable and necessary travel and other expenses for such meetings.

The Superintendent shall devote such time and energies as are necessary to perform the duties of Superintendent. These duties generally will be performed during normal business hours, but it is expressly agreed that the duties of this position will require the Superintendent to work during times other than normal business hours, and the Superintendent agrees that he will devote his full time and attention to the job of Superintendent of Schools and will not undertake any outside employment or self-employment which interferes with this obligation. Any such outside or self-employment would require approval of the Board.

If Superintendent elects to attend any function, meeting, seminar, or program in which he is compensated as a lecturer or consultant, the time involved with such functions shall not be considered as part of the two hundred and forty (240) required working days and the Board will not pay the Superintendent’s expenses involved with such functions.

Each school year from July 1 through June 30 during the terms of this agreement shall consist of two hundred and forty (240) workdays. If the Superintendent elects to be away from his work 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 the days are taken.

The Board may name Superintendent to serve as Secretary of the Board and if so, Superintendent will receive no additional compensation as provided in KRS 160.440.

1. **VACATION, HOLIDAYS, SICK LEAVE, AND RETIREMENT.** The Board shall provide the Superintendent with all benefits applicable to other administrative employees who work two hundred and forty (240) days per year in accordance with Board policy.

The Superintendent shall be entitled to twenty (20) days of vacation with pay each year this Contract is in effect. These vacation days are outside of and in addition to the 240 workdays. Vacation days are non-cumulative and will not be carried over from one year to the next. If not used, no additional compensation over and above that set out in paragraph 2 above will be paid to Superintendent.

The Superintendent shall be entitled to the use of the accumulation of sick leave in accordance with Board policy and state law for certified employees within the Trigg County Public Schools. Superintendent will be permitted to transfer all sick leave accumulated to the extent permitted by applicable Kentucky law. Additionally, Superintendent will be permitted 10 additional sick leave days (above what he would otherwise have accumulated under applicable law) over the course of this contract (not annual) that he may use at any time during the course of this contract.

The Board will pay or reimburse 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 in accordance with Board policy.

The Board will pay the Superintendent’s annual dues to the Kentucky Association of School Superintendents, Kentucky Association of School Administrators and the Trigg County Rotary Club.

Superintendent will have the same retirement benefits as provided certified employees under the Kentucky Teachers Retirement System and as provided in Board policy, including the application, if applicable, of unused sick leave consistent with Board policy and state law.

The Board shall pay for and provide the Superintendent with a cellular telephone to be used by the Superintendent in the performance of his official duties.

1. **EVALUATION.** The Board shall evaluate and assess the performance of the Superintendent at least once a year during the term of this Contract in accordance with applicable state law and Board policy.
2. **TERMINATION OF CONTRACT**. This Contract may be terminated as follows:
3. By expiration of its term.
4. By written mutual agreement of the parties.
5. Discharge for cause, including but not limited to breach of the terms of his Contract, violation or Board policy, immorality, dishonesty, misconduct in office, incompetency, or willful neglect of duty, as well as any other statutory grounds for termination.
6. **BOARD POLICY**. The Superintendent’s duties are governed by Board policy unless otherwise specifically modified in this Contract, consistent with applicable Kentucky statutes and regulations. All benefits of the Superintendent are specifically spelled out in this Contract and override and general policy of the Board which might be in existence for any other employees.
7. **SAVINGS CLAUSE**. If during the terms of this Contract, it is found that a specific clause of portion of the Contract is illegal, the remainder of the Contract shall remain in full force and effect.
8. **CONTRACT CONTINGENCY**. This Contract is contingent upon successful completion of the criminal record check required by KRS 160.380.
9. **MISCELLANEOUS**. Board will provide professional liability insurance coverage for the Superintendent to the same extent that the Board has liability insurance for itself.

This Contract has been executed in Kentucky and shall be governed in accordance with the laws of the Commonwealth of Kentucky.

This Contract may be executed in duplicate originals and will still consist of a single contract.

This contract contains all the terms agreed upon by the parties with respect to its subject matter and supersedes all prior agreements, arrangements, and communications between the parties concerning its subject matter, whether oral or written.

IN WITNESS WHEREOF, Board has caused this Employment Contract to be approved by its duly authorized Chairman and Superintendent has approved this Employment Contract effective on the day and year specified above.

**SUPERINTENDENT TRIGG COUNTY BOARD OF EDUCATION**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ BY:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

William Thorpe Jo Alyce Harper, Chair

COMMONWEALTH OF KENTUCKY )

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COUNTY OF TRIGG )

Subscribed and sworn to before me this \_\_\_\_ day of \_\_\_\_\_\_\_, 2023 by William Thorpe, Superintendent.

My Commission Expires: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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Notary Public

ID#: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

COMMONWEALTH OF KENTUCKY )

) SCT

COUNTY OF TRIGG )

Subscribed and sworn to before me this \_\_\_ day of \_\_\_\_\_\_\_\_, 2023 by Jo Alyce Harper, Chair, Trigg County Board of Education.

My Commission Expires: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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Notary Public

ID#: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

This Employment Contract was approved by votes of the Trigg County Board of Education at a public meeting on the \_\_\_\_\_ day of \_\_\_\_\_\_, 2023, which approval is duly recorded in the minutes of the meeting.

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Secretary, Trigg County Board of Education