GALLATIN COUNTY SCHOOLS WARSAW, KENTUCKY

CONTRACT EMPLOYING SUPERINTENDENT

This AGREEMENT, made and entered effective the 1st day of July, 2022, by and between the BOARD OF EDUCATION OF GALLATIN COUNTY, (hereinafter the "BOARD"), party of the first part, and CHARLES R. CASH, JR., (hereinafter referred to as the "SUPERINTENDENT"), party of the second part, and authorized by action at a lawful meeting of the BOARD held on the 31 day of April, 2022.

WITNESSETH:

NOW, THEREFORE, the BOARD and SUPERINTENDENT, for the consideration herein specified, agree as follows:

IT IS AGREED:

I. TERM OF EMPLOYMENT

SUPERINTENDENT is hereby hired and retained for a term commencing on July 1, 2022, and continuing through June 30, 2026, as Superintendent of Gallatin County Schools, Gallatin County, Kentucky.

II. DUTIES

The duties and responsibilities of the SUPERINTENDENT shall be all those duties incident to the Office of Superintendent imposed by the law and regulations of the Commonwealth of Kentucky and in keeping with Board policy. Other duties and responsibilities as may be needed from time to time may be assigned to the SUPERINTENDENT by the BOARD. It is further agreed that the

SUPERINTENDENT must reside within the District within one year of the signing of this Contract.

III. OUTSIDE ACTIVITIES

The SUPERINTENDENT and BOARD recognize the advisability and on occasion the necessity of the SUPERINTENDENT to attend seminars, courses, or programs conducted or sponsored at the local and state levels. The BOARD shall permit a reasonable amount of time for the SUPERINTENDENT to attend such meetings, and agrees to pay the necessary fees, travel and subsistence expenses as it may approve or as may be provided for in local board policy.

IV. COMPENSATION:

The salary of the SUPERINTENDENT shall be \$145,000.00 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 SUPERINTENDENT shall not be entitled to any cost of living raise the first or second years of the contract. The BOARD shall determine if the SUPERINTENDENT is entitled to a cost of living raise the third and fourth years of this contract, and if it so determines, the cost of living raise shall be in the same percentage as certified staff members receive for that year.

V. WORKING DAYS AND BENEFITS

a. Working Days -- It is understood and agreed that the SUPERINTENDENT shall work Monday through Friday of each week for an average of 20 days per month, and 240 working days per school year. The SUPERINTENDENT shall only be paid for days worked.

- b. Expenses -- the BOARD shall pay or reimburse SUPERINTENDENT for allowable expenses approved by BOARD and incurred by the SUPERINTENDENT in the continuing performance of his duties under this AGREEMENT, as determined by the BOARD and according to Board Policy 03.125, as that Policy may be amended from time to time.
- c. <u>Professional and Civic Dues</u> -- The BOARD recognizes the mutual benefits derived by the SUPERINTENDENT and the BOARD of the SUPERINTENDENT's membership in certain professional and civic organizations. The BOARD agrees to pay dues for two (2) professional organizations such as the KASA and KASS.
- d. <u>Retirement Benefits</u> -- The SUPERINTENDENT shall have the same retirement benefits as provided certified employees under the Kentucky Teachers Retirement System and as in Board Policy.

VI. BOARD POLICY:

The SUPERINTENDENT'S duties and obligations are governed by Board Policy unless otherwise specifically modified herein. All employment benefits provided to the SUPERINTENDENT are as specifically enumerated in this Agreement and shall supersede any general policy applicable to other employees of the BOARD.

VII. TERMINATION OF EMPLOYMENT AGREEMENT:

This AGREEMENT may be terminated as per the Board's Policy and shall also include the following:

- a. Mutual agreement of the parties; or,
- b. Discharge for cause.

VIII. NOTICE:

Any notice of communication permitted or required under the terms of this Agreement shall be in writing and shall become effective on the day of the mailing thereof by registered or certified mail, postage prepaid, and addressed:

If the BOARD, addressed to:

Chuck Toler, Chairperson
Board of Education of Gallatin County Schools
75 Boardwalk
Warsaw KY 41095

If to SUPERINTENDENT, addressed to:

By Personal Delivery or United States Mail, Return Receipt Requested

Charles R. Cash, Jr., 137 Coneflower Road Brodhead, Kentucky 40409

IX. <u>SEVERABILITY:</u>

If, during the term of this Agreement, it is found that a specific clause hereof is illegal or otherwise unenforceable, the remainder of the Agreement not affected thereby shall remain in full force and effect.

X. FULL AGREEMENT:

This Agreement, which shall be executed in duplicate originals, contains all of the terms agreed upon by the parties with respect to the subject matter hereof and supersedes all prior agreements, arrangements, understandings and communications between the parties concerning the subject matter hereof, whether oral or written, and shall be construed in accordance with the laws of the Commonwealth of Kentucky.

IN WITNESS WHEREOF, the BOARD and SUPERINTENDENT have caused this Agreement 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, GALLATIN COUNTY, KENTUCKY
BY: Church Toler
Ghuck Toler, Chairperson
Marke Range
Charles R. Cash, Jr., Superintendent
COMMONWEALTH OF KENTUCKY)
) Sct. COUNTY OF GALLATIN)
I, Dustie McLotosh, Notary Public within and for the State
and County aforesaid do certify that on this date the foregoing instrument of writing was
produced to me in my County by Chuck Toler, Chairman, Board of Education of Gallatin
County, Kentucky, and executed this Agreement for and on behalf of the Board of Education as
his free act and deed and that he is known to me and is the person who executed this instrument.
My commission expires: Yeb . 24 202 6
Witness my hand on this the day of April, 2022.
Dustie McIntosh Notary Public - State At Large KENTUCKY - Notary ID # KYNP45542 My Commission Expires 02-2-2007 Notary Public, KY, State at Large

COMMONWEALTH OF KENTUCKY)
) Sct.
COUNTY OF GALLATIN)
I, Jake A. Thompson, Notary Public within and for the State and County aforesaid do certify that on this date the foregoing instrument of writing was
produced to me in my County by CHARLES R. CASH, JR., party thereto, and was by him
signed, acknowledged and delivered as and for his free act and deed.
My commission expires: Civy, 3,3023
Witness my hand on this the day of April, 2022.
Clara Manyor
Notary Public, KY, State at Large