

ADDENDUM AND MODIFICATION OF EMPLOYMENT AGREEMENT

THIS ADDENDUM AND MODIFICATION OF EMPLOYMENT AGREEMENT (“Agreement”) is made and entered into the this _____ day of August, 2023, by and between the BOARD OF EDUCATION OF TODD COUNTY, KENTUCKY (“Board”) and Mark Thomas (“Superintendent”).

WITNESSETH:

WHEREAS, Board and Superintendent entered into an employment agreement on the 1st day of May, 2020;

WHEREAS, Board and Superintendent have mutually agreed to modify the terms thereof;

WHEREAS, Board and Superintendent mutually desire to memorialize its and his Agreement modifying the terms thereof;

NOW, THEREFORE, for and in consideration of the mutual covenants and promises hereinafter set forth, the sufficiency of which is hereby acknowledged, the parties hereby agree as follows, to-wit:

Section I. Term of Employment is amended as follows:

I. TERM OF EMPLOYMENT

Board employs Superintendent, and Superintendent accepts such employment from Board as Superintendent of the Todd County School District for a term of three (3) years, commencing July 1, 2024, and concluding June 30, 2027. This Agreement may be renewed and extended upon the mutual written agreement of Board and Superintendent; provided, however, in the event Board, in its sole discretion, determines not to renew this Agreement, it shall so notify Superintendent on or before February 1, 2027.

Section III. Compensation / Benefits is amended as follows:

III. COMPENSATION / BENEFITS

Board shall pay to (or provide for the benefit of) Superintendent, and Superintendent shall accept from Board, in full payment and remuneration of Superintendent’s services under this Agreement, compensation and benefits as follows:

(a) Compensation. The parties expressly acknowledge that Superintendent is employed in a full-time bona fide executive and/or professional position; as such, Superintendent is exempt from overtime pay pursuant to applicable federal and state wage and labor laws, including, without limitation, the federal Fair Labor Standards Act (FLSA § 13(a)(1), as defined by 29 CFR Part 541 et seq.). During the term of the Agreement dated May 1, 2020, Superintendent's compensation in the form of an annual salary to Superintendent has been modified as a result of various cost of living adjustments. The initial annual salary of ONE HUNDRED TWENTY THOUSAND AND NO/100 DOLLARS (\$120,000.00) per annum has been modified. Superintendent's current salary is in the amount of \$125,481.41 per annum. Effective July 1, 2023, the annual salary of Superintendent shall be \$134,265.10 per annum. The parties agree Superintendent shall receive a 7% (seven percent) annual increase in his salary beginning July 1, 2024, and each subsequent year of this Agreement. Superintendent shall not be entitled to any cost of living adjustment provided other certified employees during the term of this Agreement. Board and Superintendent may agree to increase or adjust Superintendent's annual salary further during the term of this Agreement provided, however, it is expressly understood that any such additional increase (beyond the percentage increase referenced in the preceding sentence) shall become a part of this Agreement, but it shall not be deemed Board and Superintendent entered into a new employment contract nor extended the termination date of this Agreement.

(b) Benefits. During the term of this Agreement, Superintendent shall receive and be permitted to participate in the benefits provided generally, and on the same basis as available, to all other full-time certified employees of the Todd County School District, including, without limitation, sick leave, personal leave, disability leave, health insurance, retirement, and all such other benefits as, from time to time, may be approved by Board. Such benefits are subject to change at any time on the same basis as generally changed for all other full-time certified employees of the Todd County School District. In addition to the foregoing, Superintendent shall be entitled to receive the following:

(i) Vehicle. Board, at all times during the term of this Agreement, shall pay mileage expenses incurred for professional use by the Superintendent at the current government rate set by the Commonwealth of Kentucky.

(ii) Other Legal or Board-Created Benefits. Superintendent further shall be entitled to such other benefits as, from time to time, may be approved by Board specifically for Superintendent or required, by law, to be provided to or for the benefit of Superintendent.

Section IX(i) is added to the Employment Agreement dated May 1, 2020, as follows:

IX. MISCELLANEOUS PROVISIONS

(i) Entitlement to Liability Insurance Coverage/Defense.

(a) The parties agree that throughout the term of this Agreement the Board shall keep in full force and effect a contract of general and educator liability insurance and, subject to determinations by the Board's insurance carrier which are outside the control of the Board, Superintendent is currently an insured, pursuant to that contract of liability insurance, and in the event following the conclusion of this Agreement, Board shall subject to any determination which may be made by the Board's insurance carrier continue to provide Superintendent general and educator liability coverage for acts or omissions alleged to have occurred during the term hereof at the same limits of general and educator liability insurance coverage available to him as an employee of the Board.

(b) However, notwithstanding the foregoing, the parties recognize insurance coverage to be under the control of Board's insurance carrier which may from time to time change, and (i)(a) is made subject to determinations made by the insurance carrier at the time a claim is made.

Except as modified herein, the terms and conditions of that Employment Agreement dated May 1, 2020, remain in full force and effect and are incorporated herein by reference.

IN WITNESS WHEREOF, the respective signatures of Board, by and through its Chairman, and Superintendent have been affixed hereto this _____ day of August, 2023.

BOARD OF EDUCATION OF TODD COUNTY, KENTUCKY

By: _____
Eric Harris, Chairman

Mark Thomas, Superintendent

COMMONWEALTH OF KENTUCKY)
)
COUNTY OF TODD)

The foregoing Employment Agreement was SIGNED, ACKNOWLEDGED, and SWORN TO before me, a Notary Public, this the ____ day of _____, 2023, on behalf of the Board of Education of Todd County, Kentucky, by Eric Harris, in his capacity as the Chairman and duly authorized representative of the said Board.

Notary Public, KY, State-at-Large
My Commission Expires: _____
Notary ID #: _____

COMMONWEALTH OF KENTUCKY)
)
COUNTY OF TODD)

The foregoing Employment Agreement was SIGNED, ACKNOWLEDGED, and SWORN TO before me, a Notary Public, this the ____ day of _____, 2023, by Mark Thomas, Superintendent of Todd County School District.

Notary Public, KY, State-at-Large
My Commission Expires: _____
Notary ID #: _____

THIS INSTRUMENT PREPARED BY:

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