

FULTON COUNTY SCHOOLS
Hickman, Kentucky
CONTRACT EMPLOYING SUPERINTENDENT

This CONTRACTUAL AGREEMENT, made and effective as of this 1st day of August, 2025 by and between the BOARD OF EDUCATION OF FULTON COUNTY (hereinafter "BOARD") and JERRI ELLEN MURPHY (hereinafter "SUPERINTENDENT") and authorized by a lawful meeting of the BOARD held on the 15 day of July, 2025.

WITNESSETH:

WHEREAS, the BOARD and SUPERINTENDENT desire to enter into a contractual arrangement for the purpose of employing SUPERINTENDENT; and

WHEREAS, the parties now desire to memorialize in writing their agreement with regard thereto, as set forth herein; and

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

IT IS AGREED AND CONTRACTED:

1. TERM OF EMPLOYMENT

It is hereby agreed by the parties that SUPERINTENDENT shall be hired and retained for a term commencing on August 1, 2025 and ending on June 30, 2028 as Superintendent of Schools for the Fulton County Schools, Hickman, Kentucky.

2. DUTIES/RESPONSIBILITIES

The duties and responsibilities of the SUPERINTENDENT shall be all those duties incident to the Office of Superintendent imposed by the laws and regulations of the Commonwealth of Kentucky and in keeping and adhering with Board policies. Other duties and responsibilities as may be needed from time to time may be assigned to the SUPERINTENDENT by the BOARD.

The SUPERINTENDENT covenants and warrants to the BOARD that she possesses all current certifications and meets all statutory requirements necessary for the position of Superintendent of schools and SUPERINTENDENT shall be responsible for maintaining and ensuring her compliance with all state requirements and certifications.

3. COMPENSATION

The SUPERINTENDENT'S base salary shall be One Hundred Ten Thousand Dollars (\$110,000.00) annually for the term. The salary shall be paid in monthly installments on the same dates administrators who work twelve (12) MONTHS ARE PAID. Beginning July 1st and every year of the term thereafter, the SUPERINTENDENT's base salary shall also increase at the same percentage increase (calculated based on the base salary) as scheduled for any certified salaried employees, provided; however, said increase shall not exceed the sum of (\$10,000.00) during any year of the term.

The BOARD, based upon its evaluation of the SUPERINTENDENT's performance for each school year, may further adjust the salary of the SUPERINTENDENT during the term of this AGREEMENT, provided that in no event shall the Superintendent be paid less than the salary specified above. Any such adjustment of salary shall be determined at the sole discretion of the BOARD but in any event shall not exceed the sum of FIFTEEN THOUSAND

DOLLARS (\$15,000.00) per year. Any adjustment to the SUPERINTENDENT's salary shall be determined at the regularly scheduled meeting following the BOARD's finalization of the SUPERINTENDENT's annual summative evaluation and any adjustment made during the term of this AGREEMENT shall be in the form of an amendment to this AGREEMENT. Any said adjustment shall become part of this AGREEMENT, but it shall not be deemed that the BOARD and SUPERINTENDENT have entered into a new AGREEMENT, nor shall it be deemed that the termination date of the existing AGREEMENT has been extended. Although the SUPERINTENDENT's salary *may* be increased at the absolute discretion of the BOARD, this provision shall not be construed as an expectation by the SUPERINTENDENT that any such increase will occur.

4. OUTSIDE ACTIVITIES

SUPERINTENDENT shall devote her full-time, attention, and energy to the business of the school district.

The SUPERINTENDENT and BOARD recognize the availability and, on occasions, the necessity of SUPERINTENDENT to attend seminars, training, courses, or programs conducted or sponsored at the local, state, or national levels. It is understood and agreed that the district shall permit a reasonable amount of time for the SUPERINTENDENT to attend such meetings, for the BOARD to pay for necessary fees and travel and subsistence expenses as may be approved by the BOARD or as may be set forth in local board policy. This provision shall be limited to seminars, training, courses, or programs that would be for the benefit of the Fulton County School System. The BOARD shall have ultimate discretion in determining the SUPERINTENDENT's attendance and the amount of money to defray reasonable and necessary travel and **subsistence** expenses. However, if the SUPERINTENDENT elects to attend any function, meeting, seminar, or program wherein he is compensated as a lecturer, consultant, or for such attendance, the time involved with such functions shall not be considered as part of the 240 required working days and the BOARD shall not pay the SUPERINTENDENT's expenses involved with such functions.

5. WORKING DAYS AND BENEFITS

a. Working Days-It is understood and agreed that each school year, from July 1 through June 30 during the term of this AGREEMENT, shall consist of 240 contract working days. The SUPERINTENDENT shall notify the Board Chairman if she elects to be away for more than (5) days consecutively and shall provide for district management in his/her absence. Days not worked by the SUPERINTENDENT shall be noted in the minutes of the next regularly scheduled BOARD meeting after said days are taken.

b. Vacation/Sick Days - The SUPERINTENDENT shall be entitled to ten (10) days of paid vacation each school year and said ten (10) days shall be considered as part of the (240) contract day requirement. (In the event that SUPERINTENDENT does not utilize all the vacation days afforded during the contract year, the BOARD shall reimburse up to 10 unused days by June 30th). The SUPERINTENDENT shall also receive ten (10) days of paid sick leave each calendar year. Any unused portion of the ten (10) sick days shall rollover to the following year.

c. Leaves- The SUPERINTENDENT shall accrue all leave days as authorized by Board Policy for certified employees.

d. Insurance – The BOARD will pay the total cost of the SUPERINTENDENT's family plan of health, vision and dental insurance during the term of this agreement and the SUPERINTENDENT shall receive such other health benefits as other certified employees may receive.

e. Professional Dues – The BOARD recognizes the mutual benefits derived by the SUPERINTENDENT and the BOARD of the SUPERINTENDENT's membership in certain professional organizations. The BOARD agrees to pay dues for the Kentucky Association of School Superintendents (KASS), the Kentucky Association of School Administrators (KASA), and the Association of School Superintendents. (AASA)

f. Automobile Expenses – The SUPERINTENDENT shall be reimbursed for mileage per Board Policy.

g. Retirement Benefits – The Superintendent shall have the same retirement benefits as provided certified employees under the Kentucky Teachers Retirement System and as in Board Policy. The Board agrees to pay the Superintendent's contribution to the Kentucky Teacher Retirement System during each school year during the term of this Agreement, thereafter.

h. Cellular Phone Expenses – The SUPERINTENDENT shall be provided a cellular phone with internet capability during the term of this contract and said expenses associated therewith shall be a reimbursable expense.

6. TERMINATION OF EMPLOYMENT AGREEMENT

This Employment Agreement may be terminated by:

- i) Mutual agreement by the Parties;
- ii) Disability of the Superintendent;
- iii) Death of the Superintendent;
- iv) Discharge for cause as provided by law.

In addition to the authority of the Board to discharge a Superintendent from his/her position for cause as set forth under state or federal law or other Board policies or regulations, the Board and Superintendent agree as follows:

The Superintendent and Board jointly acknowledge and recognize that the Superintendent is viewed by students, teachers, administrators and the community as a role model and that as such the Board expects the Superintendent not to violate any statutory law regarding the use of intoxicating beverages, controlled substances, or any other conviction of a statutory criminal offense with the exception of routine traffic violations. To the extent that the Superintendent is convicted of any such offense under any court in any state of competent jurisdiction, the Board may by a four-fifths (4/5) vote of its members discharge the Superintendent from his/her employment without any further obligation to compensate him or provide other benefits under this Agreement.

The Superintendent by execution of this Agreement acknowledges and understands that this provision holds him/her to a stricter standard of conduct than otherwise provided by law, and he/she voluntarily waives any defense he/she might otherwise have at law as to the Board's authority to terminate his/her employment under this provision. He/She further waives any and all claims for any relief which he may have arising from the Board's action under this provision. It is clearly understood that the Board's remedy under this section is established as a contractual right to which the Superintendent voluntarily agrees.

7. BOARD POLICY

The SUPERINTENDENT'S duties and obligations are governed by Board's Policy unless otherwise specifically modified hereinabove.
All benefits of the SUPERINTENDENT are specifically spelled out in this AGREEMENT and override any general policy which might be in existence for other employees.

8. INDEMNIFICATION

The Board agrees that to the extent insurance or similar coverage is afforded to the Board, the Board shall defend, hold harmless, and indemnify the Superintendent from all demands, claims, suits, actions, and legal proceedings brought against the Superintendent in his individual capacity or in his official capacity as agent and employee of the District provided same arose while the Superintendent was acting within the scope of his employment. If in the good faith opinion of the Superintendent a conflict exists regarding the defense to such claim between the legal position of the Superintendent and the legal position of the Board and/or District, the Superintendent may engage counsel in which event the District shall indemnify the Superintendent for the cost of the legal defense to the extent that insurance or similar coverage is afforded to cover same.

9. SAVINGS CLAUSE

If, during the term of this AGREEMENT, it is found that a specific clause of the AGREEMENT is illegal under federal or state law, the remainder of the AGREEMENT shall not be affected by such a ruling and shall remain in full force and effect.

10. GOVERNING LAW/HEADINGS

This AGREEMENT 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 agreement, the text shall control.

11. ENTIRE AGREEMENT

This contract contains the entire agreement between the parties and any amendments thereto must be executed with like formality.

This AGREEMENT shall be executed in duplicate originals.

IN TESTIMONY THEREOF, 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.

FULTON COUNTY BOARD OF EDUCATION

BY:  _____
CHAIRPERSON

SUPERINTENDENT


JERRI ELLEN MURPHY

STATE OF KENTUCKY

COUNTY OF FULTON

On this _____ day of JULY, 2025, came before the undersigned Notary Public acting in and for the state and county aforesaid, ~~KIMBERLY HAGLER~~ ^{Terri Ellen Murphy}, who is personally known to me or whom provided sufficient proof of her identity, in her capacity as CHAIRPERSON for the FULTON COUNTY BOARD OF EDUCATION, who stated and affirmed under oath that she was duly authorized by the BOARD named above to execute the foregoing CONTRACT, and stated that he executed the same with full knowledge of the contents therein and the purposes therefore.

My Commission Expires:
0-21-2024

Maegan M. Scott
Notary Public, State-at-Large
ID#: KYNP53921



STATE OF KENTUCKY

COUNTY OF FULTON

On this 15th day of JULY, 2025 came before the undersigned Notary Public acting in and for the state and county aforesaid, ~~JERRI ELLEN MURPHY~~ ^{Kimberly Hagler}, who is personally known to me or whom provided sufficient proof of her identity, and who stated and affirmed under oath that she has read the foregoing CONTRACT, and stated that she executed the same with full knowledge of the contents therein and the purposes therefore.

My Commission Expires:
11-28-2026

Allison S. Whitledge
Notary Public, State-at-Large
ID#: _____

PREPARED BY:

Allison S. Whitledge
Allison S. Whitledge
Rainey, Kizer, Reviere & Bell, PLC
309 Carr Street
Fulton, Kentucky 42041
(270) 472-5500
Board Attorney

