

KNOX COUNTY BOARD OF EDUCATION AMENDED SUPERINTENDENT CONTRACT

THIS AMENDED SUPERINTENDENT CONTRACT is made and entered into this the 24th day of September, 2013, by and between the KNOX COUNTY BOARD OF EDUCATION (hereinafter, "the Board") and KELLY SPRINKLES (hereinafter, "Superintendent"), and authorized by lawful action at a regular BOARD meeting on the 24th day of September, 2013.

WHEREAS, the BOARD and SUPERINTENDENT entered into a Contract employing SUPERINTENDENT on the 8th day of August, 2013 (hereinafter CONTRACT); and

WHEREAS, the BOARD and SUPERINTENDENT wish to amend said Contract, the BOARD and SUPERINTENDENT agree as follows:

1. Numerical Paragraph III, subparagraph (a) of the CONTRACT is hereby amended and shall read as follows:
 - a. SUPERINTENDENT is hereby hired and retained for a period of three (3) years, 240 working days per year, commencing on August 12, 2013 and terminating on June 30, 2016, subject to prior termination as provided herein.
2. Numerical Paragraph IV, subparagraph (b) of the CONTRACT is hereby amended and shall read as follows:
 - b. **Insurance**
 - i. The BOARD will reimburse SUPERINTENDENT for his portion of cross reference health insurance for as long as his spouse is employed by the BOARD. Should SUPERINTENDENT'S spouse cease to be employed by the BOARD during the terms of this Contract, the BOARD will provide the SUPERINTENDENT with family health insurance.
 - ii. The BOARD shall expend to SUPERINTENDENT a healthcare flexible spending account of two hundred dollars (\$200.00) per month so long as the SUPERINTENDENT uses the cross reference option health insurance.
 - iii. The BOARD shall pay the aggregate yearly premium costs for disability insurance, major illness/long term care insurance and personal life insurance not to exceed two hundred fifty dollar (\$250.00) per month.

3. Numerical Paragraph IV, subparagraph (f) of the CONTRACT is hereby amended and shall read as follows:

f. **Technology.**

i. The SUPERINTENDENT shall be provided, at the BOARD'S expense, a BOARD-owned iPad.

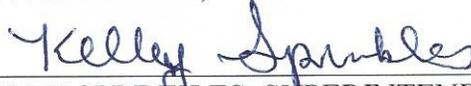
ii. The BOARD shall expend to SUPERINTENDENT one hundred twenty dollars (\$120.00) per month for the payment and use of a business cellphone.

4. All other terms, conditions and obligations of the CONTRACT not expressly amended herein shall remain in full force and effect.

WITNESS OUR HANDS the day and date first above written.



KNOX COUNTY BOARD OF EDUCATION
BY: Merrill Smith, Chair



KELLY SPRINKLES, SUPERINTENDENT

STATE OF KENTUCKY
COUNTY OF KNOX

SUBSCRIBED, SWORN AND ACKNOWLEDGED to before me by Merrill Smith, Chairman of the Knox County Board of Education, and Kelly Sprinkles, respectively, this the 29th day of September, 2013.



NOTARY PUBLIC

My Commission Expires: 12/8/15

KNOX COUNTY BOARD OF EDUCATION SUPERINTENDENT CONTRACT

THIS SUPERINTENDENT CONTRACT is made and entered into this 8th day of August, 2013, by and between the KNOX COUNTY BOARD OF EDUCATION (hereinafter "the Board"), and KELLY SPRINKLES (hereinafter "Superintendent").

I. EMPLOYMENT

- a. The BOARD hereby employs, engages and hires Kelly Sprinkles as Superintendent of the Knox County Schools and Kelly Sprinkles hereby accepts such hiring, engagement and employment.
- b. **Outside Activities.** Unless otherwise agreed by the BOARD by an Addendum, SUPERINTENDENT shall devote himself exclusively to the discharge of his duties as Superintendent as set out by the laws, rules and regulations of the Kentucky Department of Education and the said Knox County Board of Education, and that his failure to do so will be grounds for termination of this Contract.
- c. **Certification.** The SUPERINTENDENT shall retain at all times during the term of this Contract, a valid and appropriate certificate to act as Superintendent in accordance with the laws of the Commonwealth of Kentucky and as directed by the BOARD, and shall comply with KRS 160.350 and the Professional Code of Ethics for Kentucky school certified personnel as enacted by the Education Professional Standards Board. Said certificate is hereby attached to this Contract.

II. DUTIES

- a. The SUPERINTENDENT shall have charge of the administration of the schools under the direction of the BOARD. As such, the SUPERINTENDENT shall:
 - i. Be responsible for implementation of BOARD policies
 - ii. Organize, reorganize and arrange the administrative and supervisory staff as best serve the District
 - iii. Suggest policies and procedures deemed necessary for the well ordering of the District
 - iv. Attend all BOARD meetings and all BOARD committee meetings unless excused for just cause or as otherwise permitted or made necessary as a matter of law.
 - v. Act as Secretary of the BOARD and thus record, or cause to be recorded, minutes during BOARD meetings.
 - vi. Perform all duties that are by law incident to the office of the SUPERINTENDENT and such other duties as may be prescribed by the BOARD.
- b. The BOARD, collectively and individually, shall promptly refer all criticism, complaints and suggestions so called to its attention to the SUPERINTENDENT for study, recommendation or appropriate action. This referral shall not prevent the BOARD from taking action on matters before the BOARD if the BOARD so desires.

III. TERM

Chairman's initials _____
Superintendent's initials _____



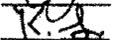

- b. The BOARD shall take action and notify the SUPERINTENDENT in writing no later than April 30, 2016, concerning the renewal or non-renewal of this Contract.
- c. The terms of this Contract may be renewed prior to termination by approval of the BOARD.

IV. **COMPENSATION**

- a. **Salary.** The annual salary paid to the SUPERINTENDENT during the first year of this Contract shall be ninety-nine thousand, eight hundred dollars (\$99,800.00), to be paid in equal monthly installments on the same pay schedule as all other certified employees in the District. The salary in each subsequent year shall not be less than the salary paid in the preceding year, and the SUPERINTENDENT shall receive the same percentage raises and average step increases, or other increases received by certified employees.
- b. **Insurance.**
 - i. The SUPERINTENDENT shall be provided family health and dental insurance.
 - ii. The BOARD shall pay the aggregate yearly premium costs for disability insurance, major illness/long term care insurance and personal life insurance during the term of this Contract not to exceed \$250 per month.
- c. **Retirement.** The SUPERINTENDENT shall participate and be a member of the Kentucky Teacher Retirement System (KTRS). While under this Contract, the BOARD shall reimburse the SUPERINTENDENT, at the annual rate mandated by the state, for his contribution to said program.
- d. **Leave.**
 - i. The SUPERINTENDENT shall be entitled to emergency leave, leave for jury duty, personal leave and sick leave as any other certified employee in the District.
 - ii. The SUPERINTENDENT shall receive the holidays and vacation benefits pursuant to the terms and conditions set forth in the BOARD'S policies and procedures manual.
 - iii. Should the SUPERINTENDENT elect to be away from the job for seven (7) or more consecutive working days, this shall be subject to BOARD approval.
- e. **Expenses and Vehicle.** The SUPERINTENDENT shall be reimbursed for actual personal expenses incidental to travel when an itemized statement of travel and expense is submitted to and approved by the BOARD. The BOARD shall provide the SUPERINTENDENT a vehicle to operate while performing his duties as SUPERINTENDENT. Should the SUPERINTENDENT travel out of the District on business with passengers not employed by the District, or passengers traveling for reasons other than the same District business as SUPERINTENDENT, the SUPERINTENDENT agrees to forego the use of the BOARD-owned vehicle. In turn, the BOARD agrees to reimburse the SUPERINTENDENT for mileage expenses in the aforementioned situation at the set mileage rate used for reimbursement to other District employees. The make and model, as well as all decisions as whether or when to buy, sell or trade said vehicle shall be at the sole discretion of the BOARD.

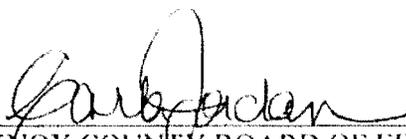
Chairman's initials 
Superintendent's initials KA.

- f. **Technology.** The SUPERINTENDENT shall be provided, at the BOARD'S expense, a BOARD-owned iPad and a BOARD-owned cellular telephone to use for business purposes.
 - g. **Professional Organizations.** The BOARD shall, by direct payment or reimbursement, pay the professional and civic dues for the SUPERINTENDENT'S membership in required local, state and national organizations.
 - h. **Professional Meetings.** The SUPERINTENDENT shall attend appropriate professional meetings and conferences at the local, regional and state level annually. The BOARD shall reimburse the SUPERINTENDENT for actual expenses incurred in carrying out the SUPERINTENDENT'S professional activities when an authorized statement is submitted to and approved by the BOARD.
 - i. **Additional Benefits.** Unless specifically modified herein, the SUPERINTENDENT shall be entitled to the same benefits granted to other certified employees in the District.
- V. **EVALUATION.** The BOARD shall evaluate and assess in writing the performance of the SUPERINTENDENT consistent with KRS 156.557 (6) and any future amendment relating to the evaluation of a superintendent during the term of this Contract. The SUPERINTENDENT shall submit to the BOARD a recommended format for said written evaluation and assessment. The BOARD shall meet and discuss the evaluation format with the SUPERINTENDENT, attempting in good faith to agree on the development and adoption of a mutually agreeable evaluation format.
- VI. **PROFESSIONAL LIABILITY.** The BOARD agrees that the SUPERINTENDENT shall be covered insured under an and all liability insurance policies or insurance trust programs in which the District is a participant, as to any and all demands, claims, suits, actions and legal proceedings brought against the SUPERINTENDENT, provided the incident arose while the SUPERINTENDENT was acting within the scope of his employment and excluding criminal litigation and intentional acts, to the extent liability coverage is within the authority of the BOARD to provide under state and federal law.
- VII. **NOTICE.** Any notice or communication permitted or required under this Contract shall be in writing and shall become effective on the date of mailing thereof by first class mail, registered or certified mail, postage prepaid, addressed:
- a. If to the BOARD, address to: Chairman, Board of Education, 200 Daniel Boone Drive, Barbourville, Kentucky 40906.
 - b. If to the SUPERINTENDENT, address to: 387 Austin Clay Jaxon Drive, Barbourville, Kentucky 40906.
- VIII. **TERMINATION.** This Contract may be terminated as per the BOARD'S policy and under the State statutory law and pertinent case decisions and shall include the following:
- a. By expiration of its term;
 - b. By mutual agreement of the parties as evidenced by writing;
 - c. By discharge for cause or breach of this Contract.

Chairman's initials 
Superintendent's initials 

- IX. **SAVINGS CLAUSE.** If, during the term of this Contract, it is found that a specific clause of the Contract is illegal under federal or state law, the remainder of the Contract not affected by such a ruling shall remain in force.
- X. **ENTIRE AGREEMENT.** This Contract contains all of the terms agreed upon by the parties with respect to the subject matter of this contract and supersedes all prior agreements, arrangements and communications between the parties concerning such subject matter, whether oral or written.
- XI. **CONTROLLING LAW.** This Contract has been executed in Kentucky, and shall be governed in accordance with the laws of the Commonwealth of Kentucky.

WITNESS OUR HANDS the day and date first above written.



 KNOX COUNTY BOARD OF EDUCATION
 BY: Carla Jordan, Chair



 KELLY SPRINKLES

STATE OF KENTUCKY
 COUNTY OF KNOX

SUBSCRIBED, SWORN AND ACKNOWLEDGED to before me by Carla Jordan,
 Chairperson of the Knox County Board of Education, this the 8 day of August, 2013.



 NOTARY PUBLIC
 My commission expires: 12/8/2015

STATE OF KENTUCKY
 COUNTY OF KNOX

SUBSCRIBED, SWORN AND ACKNOWLEDGED to before me by Kelly Sprinkles,
 this the 8 day of August, 2013.



 NOTARY PUBLIC
 My commission expires: 12/8/2015

Chairman's initials 
 Superintendent's initials 