JAMES T. WHITLOW, P.S.C.
ATTORNEY AT LAW
45 LINCOLN SQUARE, P.O. BOX 179
HODGENVILLE, KENTUCKY 42748

LARUE COUNTY SCHOOLS
HODGENVILLE, KENTUCKY

CONTRACT EMPLOYING SUPERINTENDENT

This CONTRACTUAL AGREEMENT, made and entered into this 15th day of July, 2013, by and between the BOARD OF EDUCATION OF LARUE COUNTY (hereinafter referred to as the "BOARD"), Party of the First Part, and SAMUEL SANDERS (hereinafter referred to as the "SUPERINTENDENT"), Party of the Second Part, and authorized at a lawful meeting of the Board held on the 15th day of July, 2013.

WITNESSETH:

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

1. TERM OF EMPLOYMENT
The term of this Employment Agreement shall be extended on the 15th day of July, 2013, and shall terminate on June 30, 2018. This Agreement will be renewed at the discretion of the BOARD and with the consent of the SUPERINTENDENT.

2. DUTIES
The SUPERINTENDENT shall perform the duties of the Superintendent of Schools in and for said District as prescribed by the laws of the Commonwealth of Kentucky and by the rules and regulations and all other applicable law as relates to the duties and obligations of a Superintendent of schools.

3. PROFESSIONAL CERTIFICATION
a. Certification – The SUPERINTENDENT shall hold a valid certification issued by the Kentucky Education Professional Standards Board.
b. Acknowledgment of Good Health – The SUPERINTENDENT represents and acknowledges to the BOARD and as an inducement for the BOARD to employ him as SUPERINTENDENT, that to the best of his knowledge and belief he has had no medical, physical or mental disability, nor a previous drug or alcohol problem which would impair his ability to perform his duties as SUPERINTENDENT.

4. OUTSIDE ACTIVITIES
SUPERINTENDENT shall devote his time, attention, and energy to the business of the school district. However, he may serve as a consultant to the other districts of education agencies, lecture, engage in writing activities, and speaking engagements, and engage in other activities which are of a short-term duration at his discretion, so long as such activities do not interfere with his duties as SUPERINTENDENT of the LaRue County Schools.

The SUPERINTENDENT and BOARD recognize the advisability and on occasions the necessity of the SUPERINTENDENT to attend seminars, 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 leave for the SUPERINTENDENT to attend such meetings, for the BOARD to pay for the necessary fees and travel and subsistence expenses as may be approved by the district or as may be set forth in the local BOARD policy. Likewise, 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 be considered as part of his vacation time and the BOARD shall not pay the SUPERINTENDENT expenses involved with such functions.

5. COMPENSATION

The BOARD shall pay the SUPERINTENDENT ($130,000.00 – One hundred and thirty thousand dollars) for the 2014-15 school year to be paid in monthly installments of 1/12th of the annual salary. Monthly payments shall be made on or about the same day of each month for the term of this Agreement and each payment shall be for services rendered during the preceding period.

The BOARD based upon its evaluation of the SUPERINTENDENT, may adjust the salary of this SUPERINTENDENT during the term of this Agreement; provided, that in no event shall SUPERINTENDENT be paid less than the salary specified above. Any adjustments of salary made during the term of this Agreement shall be in the form of an amendment to the Agreement. The SUPERINTENDENT'S annual salary shall be increased at a level equivalent to other certified staff only when and at the same time as salary increases are granted for certified staff.

The BOARD shall, at least on an annual basis, conduct an evaluation of the SUPERINTENDENT as hereinafter set out in Paragraph 7.

6. VACATION AND OTHER BENEFITS

a. Vacation – It is understood and agreed that each school year from July 1st to June 30th during the term of this Agreement shall consist of 240 work days. The SUPERINTENDENT may elect a total of four (4) week's vacation, which includes a total of twenty (20) working days.
b. Sick Days – The SUPERINTENDENT shall have sick days as authorized by BOARD policy for certified employees. Consistent with statutory law, unused sick days may accumulate without limit.
c. Health and Dental Insurance – The BOARD shall pay the premium cost for a family plan for health and dental insurance.

d. Expenses – The BOARD shall pay or reimburse SUPERINTENDENT for reasonable expenses approved by the BOARD and incurred by the SUPERINTENDENT in the continuing performance of his duties under this Employment Agreement, as determined by the BOARD according to BOARD policy.

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

f. Automobile – The SUPERINTENDENT shall be provided a board owned vehicle. The BOARD shall pay for all reasonable maintenance, fuel, repairs, insurance, and travel expenses incurred by the SUPERINTENDENT in the use of this vehicle. In the event that the SUPERINTENDENT uses his personal vehicle, he shall be reimbursed at the district mileage rate.

g. Retirement Benefits – The SUPERINTENDENT shall have the same retirement benefits as provided certified employees under the Kentucky Teacher Retirement System and as in BOARD policy.

7. ANNUAL EVALUATION

The board shall devote a portion of one meeting at least annually to an evaluation of the SUPERINTENDENT'S performance in writing and to a discussion of the working relationship between the SUPERINTENDENT and BOARD.

8. TERMINATION OF EMPLOYMENT AGREEMENT

This Employment Agreement may be terminated by:

a. Mutual agreement of the Parties;
b. Disability of the SUPERINTENDENT
c. Death of the SUPERINTENDENT; or
d. Discharge for cause as provided by law

9. SAVINGS CLAUSE

If, during the term of this Agreement, it is found that a specific clause of this Agreement is illegal under Federal or State law, the remainder of the Agreement not affected by such ruling shall remain in force.

WITNESS OUR HANDS the day and year first above written.

BOARD OF EDUCATION
LaRue County School System

BY: _____
CHAIRPERSON

_____
SAMUEL SANDERS
SUPERINTENDENT

ATTEST:

_____

STATE OF KENTUCKY
COUNTY OF LARUE

The foregoing Agreement was acknowledged and sworn to before me this 22 day of July, 2013, by R. Prue Smith, Chairman for THE LARUE COUNTY BOARD OF EDUCATION, party of the first part.

Stephanie Boone
NOTARY PUBLIC

My Commission Expires 4-12-17.

STATE OF KENTUCKY
COUNTY OF LARUE

The foregoing Agreement was acknowledged and sworn to before me this 22 day of July, 2013, by SAMUEL SANDERS, SUPERINTENDENT, party of the second part.

Stephanie Boone
NOTARY PUBLIC

My Commission Expires: 4-12-17.

THIS INSTRUMENT PREPARED BY:

James T. Whitlow

JAMES T. WHITLOW
ATTORNEY AT LAW
45 LINCOLN SQUARE, P.O. BOX 179
HODGENVILLE, KENTUCKY 42748
(270) 358-4344