SUPERINTENDENT'S CONTRACT 2014-15 THRU 2017-2018
COMMONWEALTH OF KENTUCKY
COUNTY OF LEE

THIS CONTRACT of employment is entered into by and between the Board of Education of the Lee County School District (hereinafter "the Board"), located in Lee County, Kentucky and Dr. James Evans, Jr. (hereinafter "the Superintendent"), for the position of superintendent of schools.

The Board agrees to employ the Superintendent, and the Superintendent accepts employment, as Superintendent of Lee County Schools. The Board agrees to employ the Superintendent for a term of four years. The 2014-2015 school year beginning July 1, 2014, will be the first year in the four year contract term which will end June 30, 2018. The Board may by specific action and with consent of the Superintendent extend the termination date of the existing contract to the full extent permitted by state law.

The parties agree that the terms of employment shall be as follows:

1. The annual salary paid to the Superintendent shall be $114,999.00, for the 2014-2015 contract year, payable in equal installments. The parties shall annually agree to modification of this salary, provided the salary in each subsequent year shall be increased by an amount at least equal to the greatest percentage increase received by any certified employee on the district salary schedule. In no event shall the Superintendent be paid less than the salary he is currently receiving. The Board shall renew the contract within 30 days after the date permitted under state law for renewal, upon request of Superintendent or it shall notify the Superintendent of its intent not to renew the contract.

2. This contract requires the services of the Superintendent for a total of two hundred, forty-three (243) days per year.

3. The Superintendent shall furnish throughout the term of this contract a valid and appropriate license, issued by the certification authority in Kentucky, to act as Superintendent.

4. The Superintendent agrees to faithfully perform the duties of the Superintendent and Chief Executive Officer and professional advisor to the Board, as set out by law, regulation, policy and this contract.

5. The Superintendent, as executive agent of the Board, shall be in charge of the educational and business affairs of the district. The Board as a body, and its members individually, shall refer all appropriate matters to the Superintendent for study and recommendation. Nothing in this section shall be constructed as preventing the Board from acting in any matter in which it is entitled to act by law.

6. The Superintendent agrees to devote the Superintendent's time, skill, labor and attention to said employment during the term of this contract.

7. The Superintendent, with prior approval from the Board, may undertake consultative work, speaking engagements, lecturing, writing, or other professional duties and obligations, which do not impede or conflict with the Superintendent's duties.

8. The Board shall annually provide the Superintendent with an evaluation based upon a mutually agreed upon process, which shall include periodic opportunities to review and discuss the Superintendent's performance and Superintendent/Board relations, at reasonable times as set by the Board.

9. The Superintendent shall attend appropriate professional meetings and conferences at the local, state and national levels to include but not be limited to KASS, KASA, KSBA, NSBA, and KHSAA. The Board shall, by direct payment, provide for the Superintendent's KASA – including Liability Insurance, KASS, and AASA professional dues, and shall reimburse the Superintendent for actual expenses incurred in carrying out the Superintendent's professional activities when an itemized statement of travel and expenses is submitted and approved by the Board.

10. The Superintendent shall make all reasonable efforts to secure capable and qualified candidates for all available positions in the District, which are subject to appointment by the Superintendent.

11. The Superintendent shall be entitled to all the benefits applicable to twelve (12) month administrative employees as are incident to their employment relationship with the Board, including but not limited to, emergency leave, leave for jury duty, personal leave and sick leave and benefits, any other forms of insurance protection, retirement program, choice of tax-shelter annuities, and other administrative employee benefits.

12. The Board, at its expense, shall provide family health insurance for the Superintendent from the insurance options available to employees of the district.

13. The Board agrees that it shall defend, hold harmless, and indemnify the Superintendent from any and 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 Board, provided the incident arose while the superintendent was acting within the scope of employment. If in the good faith opinion of the Superintendent a conflict exists as regards 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 legal defense. The district shall not, however, be required to pay any costs of any legal proceedings in the event district and Superintendent have adverse interests in the litigation.

14. Absent mutual agreement, this contract may be terminated by the Board only upon a showing of legal cause and in accordance with statutory procedures. The Board shall fairly consider releasing the Superintendent from this contract should the Superintendent receive an opportunity for professional advancement.

This contract contains all 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.

AGREED TO:

SUPERINTENDENT

Lee County
BOARD OF EDUCATION

VICE CHAIRMAN LEE COUNTY BOARD OF EDUCATION

Excerpt of the minutes of the May 13, 2014 Lee County Board of Education Regular Board Meeting:

121-14 SUPERINTENDENT'S CONTRACT RENEWAL/SALARY

On motion of Curtis Davis, seconded by Janie Thorpe, and by unanimous vote, it was ordered to offer Superintendent Evans a four-year contract renewal. Superintendent Evans' salary will be negotiated and approved at the June 2014 board meeting.

Excerpt of the minutes of the June 10, 2014 Lee County Board of Education Regular Board Meeting:

138-14 SET SUPERINTENDENT'S SALARY

On motion of Curtis Davis, seconded by Larry Burgess, and by unanimous vote, it was ordered to set Superintendent Evans' salary for 2014-2015 as follows: A step increase will be added for the additional year of experience and his rank will change to IA for the doctorate level. His salary will be based on 243 contract days; Rank IA with 21 years' experience; and a 59.7357% index for supervisory duties. In addition the Board will by direct payment provide for the Superintendent's family health insurance cost, and his KASA – including Liability Insurance, KASS, and AASA professional dues.