Superintendent Amended Contract of Employment

THIS AMENDED CONTRACT of employment is made and entered into on this the 23rd day of April, 2012, by and between the Board of Education of the LUDLOW INDEPENDENT School District (hereinafter referred to as "The Board"), located in KENTON County, Kentucky, and MR. MICHAEL BORCHERS (hereinafter "the Superintendent"), for the position of Superintendent of Schools of the district.

The BOARD AND SUPERINTENDENT AGREE AS FOLLOWS:

TERM

The Board, in consideration of the promises of the Interim Superintendent stated in this contract, employs the Interim Superintendent as Superintendent of Schools for a term of three (3) years, beginning July 1, 2012, and ending on June 30, 2015. The Board may by specific action and with consent of the Superintendent further extend the termination date of the Superintendent's contract to the full extent permitted by the state law pursuant to KRS 160.350(4).

This contract requires the services of the Superintendent for two hundred forty (240) days per year. The Superintendent shall, upon request, provide the Board with a schedule of actual and proposed workdays for the current contract year.

The Superintendent specifically waives his right under KRS 161.780(1) to terminate this contract prior to its expiration.

CERTIFICATION

The Superintendent shall hold a valid certificate which qualifies the Superintendent to hold the position of Superintendent and shall hold such certification throughout the period of employment as Superintendent.

COMPENSATION

The Superintendent shall be paid an annual base salary of one hundred and twenty eight thousand ($128,000) paid in accordance with the schedule of salary payments in effect for other certified employees. In addition thereto, the Board shall be responsible for the Superintendent's annual contribution to the Kentucky Teachers' Retirement System. The Board agrees to review the performance and compensation package of the Superintendent annually. At that time, the Board may vote to grant the Superintendent a compensation change. Any increase in salary for the Superintendent during the life of his contract shall not be deemed either a new contract, nor that the termination date of his contract, or any extension thereof, has been extended.

The Superintendent's then current salary may not be decreased.

DUTIES

The Superintendent agrees to devote the time, skill, labor, and attention necessary to perform well and faithfully the duties of Superintendent and executive agent and professional advisor to the Board, as set out by law, regulation, policy, and this contract.

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.

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 construed as preventing the Board from acting in any matter in which it is entitled to act by law.

PROFESSIONAL GROWTH OF SUPERINTENDENT

At the Board's expense, the Board encourages the continuing professional growth of the Superintendent through the Superintendent's participation, as he might decide in light of the Superintendent's responsibilities as Superintendent, in:

- The operations, programs, and other activities conducted or sponsored by local, state, and national school Board and school administrator associations.
- Seminars and courses offered by public or private educational institutions; and
- Informational meetings with other groups and persons whose particular skills or backgrounds would serve to improve the capacity of the Superintendent to perform his professional responsibilities for the Board.

OTHER BENEFITS

The Superintendent shall receive twelve (12) days leave per year for illness, bereavement, or personal emergency. All days not used in any year shall accumulate without limit, and shall be considered sick leave, subject to all board policies that apply to sick leave for other personnel. The Superintendent shall be entitled to any and all other legally permissible benefits, including health and dental insurance, applicable to certified and twelve (12) month administrative employees as are incident to their employment relationships with the Board. Each School year from July 1 through June 30 will consist of 240 working days for the Superintendent. The Superintendent may take as leave, leave equal to that granted all other certified staff.
The Superintendent shall be reimbursed for normal travel expenses incurred while traveling on district business, when an itemized statement of expenses is submitted to and approved by the Board.

The Superintendent shall be provided seven (7) paid holidays, those holidays being New Year's Day, Martin Luther King Day, Memorial Day, July 4th, Labor Day, Thanksgiving and Christmas Day. However, should the Superintendent wish to observe any holiday not mentioned above, he shall use a vacation day at that time.

EVALUATION

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 determined by the Board.

DUES

The Board shall pay the Superintendent's membership dues to the Kentucky Association of School Administrators and other educational organizations of the Superintendent's choosing and as approved by the Board.

TERMINATION

The employment contract of the Superintendent, including any extension thereof, may be terminated by the Board by:

A. Mutual agreement of the parties
B. Disability or death of the Superintendent

C. Discharge for legal cause under the rules, regulations, and/or laws of this Commonwealth and/or the United States of America. Any such discharge shall be given in writing and the Superintendent shall be entitled to appear before the Board, in closed, executive session to discuss such causes.

PROFESSIONAL LIABILITY

The Board agrees that it shall defend the Superintendent from any and all demands, claims, suits, actions, and legal proceedings brought against the Superintendent by any party in his individual capacity or in his official capacity as an agent and employee of the Board, provided the incident arose while the Superintendent was acting within the scope of his employment and excluding criminal litigation, to the extent liability coverage is within the authority of the Board to provide under state and federal law.

If a legal conflict exists regarding the defense of a claim between the legal position of the Superintendent and the legal position of the Board, the Superintendent may engage separate counsel of his preference in which event the Board shall be responsible for and indemnify the Superintendent for the reasonable cost of his legal defense as permitted by state and federal law, to the extent such separate counsel and litigation expenses are not covered by insurance. Any separate counsel chosen by the Superintendent shall first be sought through any applicable insurance policies of the Board.

BOARD ATTORNEY

The Superintendent has the authority to utilize, employ and direct the services of Board Attorney in the discharge of his or her duties, as herein described, except when the services of said Board Attorney would or may conflict with the legal interests of the Board. The Board retains the authority to employ and terminate the Board Attorney.

FORMAL ACCEPTANCE

The Superintendent's signature is evidence of his formal acceptance of his or her appointment as Superintendent and his formal acceptance of the term of office.

SAVINGS CLAUSE

If, during the term of this contract, a clause or any portion of the contract is found illegal under federal or state law, the remaining portions of the contract shall remain in full force to the extent they are unaffected by the ruling of illegality.

AGREED TO:

SUPERINTENDENT

Michael Borchers

Michael Borchers

LUDLOW BOARD OF EDUCATION

Cindy Powell

Cindy Powell

Attested: Marcia G. McOtte

11-15-13 ID. 406829