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EMPLOYMENT AGREEMENT

SUPERINTENDENT OF SCHOOLS AND RACELAND-WORTHINGTON INDEPENDENT SCHOOL SYSTEM

THIS AGREEMENT made and entered into this 1st day of July, 2012 by and between The Board of Education OF RACELAND-WORTHINGTON INDEPENDENT SCHOOL SYSTEM of Raceland, Kentucky (hereinafter called the Board), Party of the First Part, and LARRY COLDIRON (hereinafter called the Superintendent), Party of the Second Part.

-WITNESSETH-

WHEREAS, this Agreement is made in accordance with the action of the Board as set forth in a Resolution of a meeting on the 31ST day of MAY, 2012 whereby the Board employed the said, LARRY COLDIRON as Superintendent of the Raceland-Worthington Independent School System in accordance with the provisions set forth herein; and

WHEREAS, Parties agree that the Superintendent shall perform the duties of the Superintendent of Schools in and for said district as prescribed by laws of the State of Kentucky and by the rules and regulations made thereunder by the Board of Education as well as local Board regulations and all other applicable law as relates to the duties and obligations of a Superintendent of Schools.

NOW THEREFORE, the Board and Superintendent agree as follows:

1. **Term**:

   The term of this Employment Agreement shall commence on July 1, 2012 and terminate on June 30, 2016.

2. **Professional Certification and Responsibilities of Superintendent**:

   a. Certification: The Superintendent shall hold a valid certificate issued by the State of Kentucky.

   b. Acknowledgement of Good Health: The Superintendent represents and acknowledges to the Board and as inducement for the Board to employ him as Superintendent, that to the best of his knowledge and belief he has no medical,

physical or mental disability, nor a previous drug or alcohol problem which would impair his ability to perform his duties as Superintendent.

The Superintendent further agrees to have a comprehensive medical examination during the time period from **September, 2012** to **March, 2013**. The Superintendent agrees to direct that the physician performing set examination certify as to the physical and mental competency of the Superintendent which certificate shall be filed with the clerk or secretary of the Raceland-Worthington Board of Education and treated as confidential information by the Board. The cost of set medical examination and certificate is to be borne by the District.

c. Duties: The Superintendent shall perform the duties of Superintendent of Raceland-Worthington Independent School District in and for said district as prescribed by the laws of the State of Kentucky and the rules, regulations, and policies made thereunder by the Board of Education of said district.

d. Outside Activities: The Superintendent shall devote his time, attention, and energy to the business of the school district. However, he may serve as a consultant to other districts or 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 Raceland-Worthington Independent Schools.

The Superintendent and Board recognize the advisability and on occasions, the necessity of 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 the leave time for the Superintendent to attend such meetings, for the Board to pay for the necessary fees and travel (when not using board-owned vehicle) and subsistence expenses as may be approved by the district or as may be set forth in 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, meetings, 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 non-contract days and the Board shall not pay the Superintendent's expenses involved with such functions.

3. **Compensation**:

The Board shall pay the Superintendent at an annual salary of $ 95,000.00 to be paid in bi-monthly installments of 1/24th of the annual salary on the 15th and 30th day of each month as services rendered during the preceding month; the first payment to be made on July 15, 20**12**.

The Board and Superintendent may mutually agree to adjust the salary of the Superintendent during the term of this Agreement for a $2000 annual cost of living increase; provided, that in no event shall the Superintendent receive an increase each year less than the increase provided to other certified employees of the district. It is expressly understood, however, that any adjustments in salary shall be at the final discretion of the Board, nevertheless this provision shall not be construed as an expectation by the Superintendent that any such increase will occur. Furthermore the Parties understand and acknowledge that any adjustment may be based upon an objective valuation of the Superintendent's performance.

4. **Non-Working Days and Other Benefits**:

   a. Non-Working Days: 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 working days which is calculated by adding 55 extended days to the 185 day certified calendar. The Superintendent may elect a total of four (4) weeks non-working days which includes a total of twenty (20) working days. In addition to non-working days, the Superintendent may observe the legal holidays as provided in Board policy. The Superintendent may elect to take up to ten (10) non-working days at any time provided that should he elect to take more than ten (10) days consecutively, the time for taking said non-working days shall be subject to Board approval. It is understood that the Superintendent's non-working days shall not be accumulated and used in any successive year.

   b. Sick days: The Superintendent shall have ten (10) sick days, two (2) personal days and two (2) emergency days annually. All unused days may accumulate without limit.

c. Health Insurance: It is acknowledged that the Superintendent shall participate in the State health insurance plan.

d. Expenses: Board shall pay or reimburse Superintendent for reasonable expenses, approved by Board and incurred by Superintendent in the continuing performance of his duties under his Employment Agreement. Board shall reimburse the Superintendent $120 per month for personal cell phone usage regarding school calls/matters.

e. Legal Defense: 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 district; provided the incident arose while the Superintendent was acting within the scope of his 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.

f. Professional and Civic Dues: The Board recognizes the mutual benefits derived by the Superintendent and the Board of the Superintendent's membership in certain professional and civic organizations. The Board agrees to pay these dues upon receipt of statements; provided however, that in no event shall the Board pay more than $2,000 for professional and civic dues in any fiscal year.

g. Personal Use of Board-owned vehicle: The Superintendent is provided a Board-owned vehicle for personal use to the extent of travel to/from his district office and home only, with this compensation being taxed as a fringe benefit through payroll.

5. Termination of Employment Agreement: This Employment Agreement may be terminated by:

a. Mutual agreement by the Parties;

b. Disability of the Superintendent;

c. Death of Superintendent; or

d. Discharge for cause as provided by law

6. Severability 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 not affected by such a ruling, shall remain in force.

WITNESS OUR HANDS the day and date first above written.

PARTY OF THE FIRST PART: THE BOARD OF EDUCATION OF RACELAND-WORTHINGTON INDEPENDENT SCHOOL SYSTEM

BY: _____
CHAIRMAN

PARTY OF THE SECOND PART: BY: _____
SUPERINTENDENT

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