

ANDERSON COUNTY SCHOOLS  
Lawrenceburg, Kentucky  
**CONTRACT RE-EMPLOYING SUPERINTENDENT**

This CONTRACT, made and entered into this 26 day of June, 2014, by and between the BOARD OF EDUCATION OF ANDERSON COUNTY (hereinafter "BOARD"), and SHEILA MITCHELL (hereinafter "SUPERINTENDENT"), and authorized by action at a lawful meeting of the BOARD held on the 26 day of June, 2014.

**WITNESSETH:**

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

IT IS AGREED:

1. **TERM OF EMPLOYMENT**  
The SUPERINTENDENT is hereby re-hired for a term commencing on July 1, 2014, to June 30, 2018, as Superintendent for the Anderson County Schools, Lawrenceburg, Kentucky. The "Evergreen Clause" provision set out in KRS 160.350(4) shall apply to this CONTRACT such that the CONTRACT may annually be extended for one (1) additional year provided the BOARD takes such action by motion prior to June 30 of that year.
2. **CERTIFICATE**  
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 comply with KRS 160.350 and the Professional Code of Ethics for Kentucky school certified personnel as enacted by the Education Professional Standards Board.
3. **DUTIES**  
The SUPERINTENDENT shall have charge of the administration of the schools under the direction of the BOARD. The SUPERINTENDENT shall be chief executive officer of the BOARD; shall be responsible for implementation of BOARD policies; shall organize, reorganize, and arrange the administrative and supervisory staff, including instruction and business affairs, as best serve the School District; shall from time to time suggest policies and procedures deemed necessary for the well ordering of the School District, and in general 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 from time to time. No policy or bylaw of the BOARD shall diminish the SUPERINTENDENT's legitimate power or authority as prescribed by the applicable laws of the Commonwealth of Kentucky. Moreover, all duties assigned to the SUPERINTENDENT by the BOARD shall be appropriate to and consistent with the professional role and responsibility of the SUPERINTENDENT. The BOARD, individually

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and collectively, shall promptly refer all criticisms, complaints, and suggestions called to its attention to the SUPERINTENDENT for study, recommendation, or appropriate action. The SUPERINTENDENT shall 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.

4. PROFESSIONAL GROWTH OF SUPERINTENDENT

The BOARD encourages the continuing professional growth of the SUPERINTENDENT through:

- A. the operations, programs, and other activities conducted or sponsored by local, state, and national school administrator and school board associations;
- B. seminars and courses offered by public or private educational institutions; and
- C. information meetings with other persons whose particular skills or backgrounds would serve to improve the capacity of the SUPERINTENDENT to perform her professional responsibilities for the School District.

In its encouragement, the BOARD shall permit a reasonable amount of release time for the SUPERINTENDENT to attend to such matters as set out above and shall pay for the necessary fees for travel and subsistence expenses or any other reasonable expenses that are incurred by the SUPERINTENDENT related to such professional growth activities.

5. COMPENSATION

The salary for serving as SUPERINTENDENT shall be commencing with the 2014-15 school year not less than One Hundred Eighteen Thousand Two Hundred Twenty-five Dollars (\$118,225.00). The salary shall be paid in bi-monthly installments on the same dates administrators who work twelve (12) months are paid.

The BOARD, based upon its evaluation of the SUPERINTENDENT, may adjust the salary of the SUPERINTENDENT during the term of this CONTRACT, provided that in no event shall the SUPERINTENDENT be paid less than the salary specified above. Any such adjustment of salary made during the term of this CONTRACT shall be in the form of an amendment to this CONTRACT. Any said adjustment shall become part of this CONTRACT, but it shall not be deemed that the BOARD and the SUPERINTENDENT have entered into a new CONTRACT, nor shall it be deemed that the termination date of the existing CONTRACT has been extended. Although the SUPERINTENDENT's salary may be increased at the discretion of the BOARD, nevertheless, this provision shall not be construed as an expectation by the SUPERINTENDENT that any such increase will occur. Nevertheless, and in any event, irrespective of any merit based adjustment in the salary during the term of this CONTRACT, the SUPERINTENDENT shall receive an increase each year of this CONTRACT, commencing with the second fiscal/school year of the term of this CONTRACT, by an amount at least equal to the percentage increase received by a certified employee on the rank and step of the district salary schedule commensurate with that of the SUPERINTENDENT.

  
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The BOARD shall evaluate and assess in writing the performance of the SUPERINTENDENT consistent with the present provisions of KRS 156.557, Kentucky Board of Education regulations, and/or requirements of the Kentucky Board of Education and any future amendment relating to the evaluation of a superintendent during the term of this CONTRACT, including any extension pursuant to the Evergreen Clause referenced hereinabove. This evaluation and assessment shall be reasonably related to the position description of SUPERINTENDENT and the goals and objectives of the School District for the period in question. The BOARD shall meet and discuss the evaluation format and any evaluation instrument and documentation with the SUPERINTENDENT. The BOARD and the SUPERINTENDENT shall meet in closed executive session for the purpose of mutual evaluation of the performance of the BOARD and SUPERINTENDENT, prior to any public disclosure of the final evaluation consistent with the provisions of KRS 156.557 in effect during the term commenced by this CONTRACT, or, as may be required by statutory amendment or judicial opinion.

6. WORKING DAYS AND BENEFITS

- A. It is understood and agreed that each school year, from July 1 through June 30 during the term of this CONTRACT and any extension thereof, shall consist of two hundred forty (240) working days but subject to paid holidays applicable to twelve (12) month administrative certified employees and the taking of paid vacation days as authorized herein below. If the SUPERINTENDENT elects to be away from the job for ten (10) or more working days consecutively or for more than fifteen (15) working days in any school month, this shall be subject to BOARD approval.
- B. The SUPERINTENDENT shall be entitled to all of the benefits applicable to twelve (12) month administrative certified employees as are incident to their employment relationship with the Anderson County Schools, including, but not limited to, emergency leave, leave for jury duty, personal leave, and sick leave, benefits under the Kentucky Teachers' Retirement System, and other administrative certified employee benefits as provided for in board policy. All unused days given for illness, bereavement, personal or emergency, shall accumulate without limit, and shall be considered sick leave, subject to all BOARD policies that apply to sick leave for other personnel.
- C. The SUPERINTENDENT will receive the same health insurance benefits provided to other twelve (12) month administrative certified employees.

  
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- D. The BOARD recognizes the mutual benefits derived by the SUPERINTENDENT and the BOARD of the SUPERINTENDENT's membership in certain professional and/or civic organizations. The BOARD shall pay per fiscal year for membership dues for the SUPERINTENDENT in the following professional associations: (1) the Kentucky Association of School Superintendents (KASS); and (2) the Kentucky Association of School Administrators (KASA).
- E. The BOARD shall pay or reimburse the SUPERINTENDENT for reasonable expenses approved by the BOARD and incurred by the SUPERINTENDENT in the continuing performance of her duties under this CONTRACT.
- F. The SUPERINTENDENT shall be reimbursed for mileage per BOARD policy.
- G. The SUPERINTENDENT shall be entitled to five (5) days of paid vacation leave each fiscal/school year, which shall become available at the commencement of each fiscal year, and which shall be exclusive of legal holidays and other paid days applicable to other twelve (12) month administrative certified employees. Annual vacation leave days unused in a fiscal/school year shall accrue and the SUPERINTENDENT shall be compensated at the then current value for each unused vacation day accrued at the time of retirement, separation, or termination of employment.

7. **OUTSIDE EXPENSES**

The SUPERINTENDENT may, with the express consent of the BOARD, serve as a consultant to other districts or educational agencies, or engage in writing and speaking activities, so long as such activities do not interfere with the SUPERINTENDENT's duties to this School District and are of short duration.

If the SUPERINTENDENT is compensated for outside activities by an agency other than this BOARD, the time involved for such functions will be used as her leave pursuant to an appropriate Board policy, or as the use of an accumulated vacation day, if she does not then have appropriate leave time available, and this BOARD will not otherwise pay the SUPERINTENDENT's salary or expenses for the activity.

8. **PROFESSIONAL LIABILITY**

The BOARD agrees the SUPERINTENDENT shall be a covered insured, in her official and individual capacity, under any and all liability insurance policies or insurance trust programs in which the School 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 her 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.

  
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9. NOTICE  
Any notice or communication permitted or required under this CONTRACT shall be in writing and shall become effective on the day of mailing thereof by first class mail, registered or certified mail, postage prepaid, addressed:

If to the BOARD, address to:  
Chairman, Board of Education  
Anderson County Schools  
1160 Bypass North  
Lawrenceburg, KY 40342

If to the SUPERINTENDENT, address to:  
Superintendent  
Anderson County Schools  
1160 Bypass North  
Lawrenceburg, KY 40342

10. TERMINATION OF EMPLOYMENT CONTRACT  
This CONTRACT may be terminated as per the Board's policy and under State statutory law and pertinent case decisions and shall also include the following:
- a. By expiration of its term with any extension thereof;
  - b. Mutual agreement of the parties;
  - c. Discharge for cause pursuant to KRS 160.350;
  - d. Retirement of the SUPERINTENDENT.

11. SAVINGS CLAUSE  
If, during the term of this CONTRACT, including any extensions thereof, it is found that a specific clause of the CONTRACT is illegal under State or Federal law, the remainder of the CONTRACT not affected by such a ruling shall remain in force.

12. MISCELLANEOUS  
This CONTRACT has been executed in Kentucky, and shall be governed in accordance with the laws of the Commonwealth of Kentucky in every respect.

Paragraph headings have been inserted for convenience or reference only, and if there shall be any conflict between any such headings and the text of this CONTRACT, the text shall control.

This CONTRACT shall be executed in duplicate originals.

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.

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IN TESTIMONY THEREOF, the BOARD and the SUPERINTENDENT have caused this CONTRACT to be executed in their respective names, and in the case of the BOARD, by its Chairperson, on the day and year first above written.

BOARD OF EDUCATION OF ANDERSON COUNTY

BY: Scott Brown  
CHAIRPERSON

ATTEST:

Sheila Mitchell  
SECRETARY

COMMONWEALTH OF KENTUCKY }  
COUNTY OF Anderson } Sgt.

Subscribed and sworn to before me by Scott Brown, Chairperson, Board of Education of Anderson County on this the 26 day of June, 2014.

My Commission expires: 6/13, 2018.

Cammie S. Alexander  
NOTARY PUBLIC

Sheila Mitchell  
SHEILA MITCHELL  
SUPERINTENDENT

COMMONWEALTH OF KENTUCKY }  
COUNTY OF Anderson } Sgt.

2014. Subscribed and sworn to before me by Sheila Mitchell on this the 26 day of June

My Commission expires: 6/13, 2018

Cammie S. Alexander  
NOTARY PUBLIC

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Chairperson Initials

**ADDENDUM TO CONTRACT  
RE-EMPLOYING SUPERINTENDENT**

This Addendum to Contract Re-Employing Superintendent, by and between the Board of Education of Anderson County, Kentucky ("Board"), and Sheila Mitchell, Superintendent ("Superintendent"), made and entered into this the 11 day of January, 2016, pursuant to, *inter alia*, KRS 160.350(4), commonly referred to as the "Evergreen Clause."

**WITNESSETH:**

WHEREAS, the parties entered into a renewed contract of employment for a term commencing July 1, 2014, to June 30, 2018, and there has been satisfaction of the legal precedents under KRS 160.350(4) for this Addendum;

WHEREAS, the Board took action upon motion and vote at a meeting on January 11, 2016, to extend the term of the Contract as Superintendent for one (1) fiscal year pursuant to KRS 160.350(4), such that the term of the Contract as Superintendent is now scheduled to expire on June 30, 2019 with record facts existing to support this action;

WHEREAS, the Board and the Superintendent agree and have been advised that the authority granted by KRS 160.350(4) may be exercised each successive year of a superintendent's term after the passing of the statutory prerequisites articulated therein, and that the exercise of such authority extends the then-current term by one (1) additional year, rather than bringing into existence a new term of one (1) year to run at the conclusion of the then-current term. In the event KRS 160.350 is judicially interpreted differently than this mutual understanding of the parties, a reformation of the contract will be appropriate to reflect the mutual intent of the Board and the Superintendent.

NOW THEREFORE, pursuant to the action of the Board as above detailed, the Board and Superintendent agree as follows:

1. Paragraph 1 of the Contract as Superintendent entered into on June 26, 2014, is hereby amended such that the term of employment and appointment as superintendent shall now expire on June 30, 2019.

2. Other than as set forth and amended in ¶1 above, the parties agree to in all respects be bound by the Contract as Superintendent dated June 26, 2014, and state that Contract is in full force and effect with the salary being as last reflected in minutes of a duly held meeting of the Board incorporated and to be incorporated in the future by specific reference as if set out in full.

Supt. initials SM  
Date 1/11/16

Chair initials LA  
Date 1-11-16





