

CLARK COUNTY SCHOOLS
Winchester, Kentucky
CONTRACT EMPLOYING SUPERINTENDENT

This **CONTRACTUAL AGREEMENT**, made and entered into this 25th day of June, 2013, by and between the **BOARD OF EDUCATION OF CLARK COUNTY, KENTUCKY**, (hereinafter the "BOARD"), and **PAUL CHRISTY** (hereinafter "SUPERINTENDENT"), authorized by action at a lawful meeting of the BOARD held on the 11TH day of June, 2013, and as found in the minutes of that meeting.

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 hired and retained for a term commencing on July 1, 2013, through June 30, 2016, as SUPERINTENDENT of Schools for the Clark County Public School District.

2. PROFESSIONAL CERTIFICATION, DUTIES, AND RESPONSIBILITIES

A. Certification. The SUPERINTENDENT shall hold a valid SUPERINTENDENT's certification issued by the Commonwealth of Kentucky.

B. Duties. The SUPERINTENDENT shall be the executive agent of the board and shall carry out all duties and responsibilities incident to the office of SUPERINTENDENT as assigned by law and such duties as may be prescribed by the board. The SUPERINTENDENT shall act as secretary of the Board without additional compensation or salary.

Subject to the Board policies, the SUPERINTENDENT shall supervise the general conduct of the schools, the course of instruction, the discipline of the students, and the management of business affairs. He shall execute the educational policies, orders, directives, and administrative functions of the Board, and shall from time to time recommend regulations, policies, and procedures deemed necessary for the well ordering of the school district. He shall

be responsible for the hiring, dismissal, and supervision of all personnel in the district, pursuant to the statutes of the Commonwealth. The BOARD, individually 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 have the right to attend all Board meetings, except when his own tenure, salary, or the administration of his office is under consideration, as well as the right to attend all committee meetings, and provide administrative recommendations on each item of business considered by each group.

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. 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.

C. Evaluation

The Board shall evaluate and assess in writing the SUPERINTENDENT's performance at least once a year during the term of the contract, pursuant to the Policies and Procedures adopted by the board. The evaluation and assessment instrument, policies and procedures shall be explained and reviewed with the SUPERINTENDENT within thirty days of employment. This evaluation and assessment shall be reasonably related to the job description of the SUPERINTENDENT and shall address progress toward the superintendent and district goals as established by the board and the superintendent. The evaluation/assessment instrument used shall be the evaluation/assessment instrument adopted by the Clark County Board of Education.

D. Professional Liability

(i). The Board, as a body politic, agrees that it shall, to the full extent of its authority under the laws of the Commonwealth, defend, hold harmless, and indemnify the SUPERINTENDENT from any and all demands, claims, suits, actions, and legal proceedings brought against the SUPERINTENDENT in his official capacity as agent and employee of the Board, provided the incident arose while the SUPERINTENDENT was acting within the scope of his employment. The undertaking of the board in this section shall not extend to criminal

litigation. Individual Board members shall not be considered personally liable for indemnifying the SUPERINTENDENT.

(ii). If, in good faith opinion of the SUPERINTENDENT, conflict exists as regards the defense to such claim between the legal position of the SUPERINTENDENT and the legal position of the Board, the SUPERINTENDENT have may engage counsel, in which event the Board shall indemnify the SUPERINTENDENT for the costs of legal defense as permitted by the laws of the Commonwealth.

(iii). The Board shall not, however, be required to pay any costs of any legal proceedings in the event the Board and SUPERINTENDENT have adverse interests in such litigation, except as stated above.

3. OUTSIDE ACTIVITIES

The SUPERINTENDENT shall devote himself exclusively to his duties.

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 time for the SUPERINTENDENT to attend such meetings, for the BOARD to pay for necessary fees and travel and subsistence expenses as may be approved by the BOARD or stipulated in the annual budget, or as may be set forth in local Board policy. This provision shall be limited to seminars, courses, or programs that would be for the benefit of the Clark County Public Schools. 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 not be considered as part of the SUPERINTENDENT's required working days and the BOARD shall not pay the SUPERINTENDENT's expenses involved with such functions.

4. COMPENSATION

The salary shall be ONE HUNDRED TWENTY THOUSAND DOLLARS (\$120,000.00) per school year. The salary shall be paid in bi-monthly installments on the same dates as 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 AGREEMENT, 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 AGREEMENT shall be in the form of an amendment to this AGREEMENT. Any said adjustment shall become part of this AGREEMENT, but shall not be deemed that the BOARD and SUPERINTENDENT have entered into a new AGREEMENT, nor shall it be deemed that the termination date of the existing AGREEMENT 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.

5. WORKING DAYS AND BENEFITS

a. Working Days It is understood and agreed that each school year, from July 1 through June 30 during the term of this AGREEMENT, shall consist of 240 working days. If the SUPERINTENDENT elects to be away from the job for five (5) or more days consecutively, this shall be subject to BOARD approval. Days not worked by the SUPERINTENDENT shall be noted in the minutes of the next regularly-scheduled BOARD meeting after said days are taken.

b. Benefits The SUPERINTENDENT shall be entitled to all benefits applicable to (12) month administrative employees as are incident to their employment relationship with the school district, including but not limited to, illness benefits and leaves, any forms of insurance protection, retirement programs, and any other administrative employee benefits. He shall also be entitled to such other benefits as agreed to in this Employment Contract.

c. Leaves The SUPERINTENDENT shall accrue all leave days as authorized by Board Policy for administrative employees. Consistent with statutory law, the

SUPERINTENDENT shall be permitted to transfer to the district all sick leave accumulated in Kentucky as of July 1, 2013.

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

e. 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 dues for two professional organizations and one civic club of the SUPERINTENDENT'S choosing.

f. Automobile The SUPERINTENDENT shall be provided a BOARD-owned vehicle for business use within the state. The BOARD shall pay reasonable expenses associated with the operation of the vehicle.

g. Retirement Benefits The SUPERINTENDENT shall have the same retirement benefits as provided administrative employees under the Kentucky Teachers Retirement System and as in Board policy.

6. TERMINATION OF EMPLOYMENT AGREEMENT

This AGREEMENT may be terminated as per the Board's Policy, and, also include as following:

- a. By expiration of its term;
- b. Mutual agreement of the parties;
- c. Discharge for cause.

7. BOARD POLICY

The SUPERINTENDENT's duties and obligations are governed by Board policy, and by the laws and regulations of the Commonwealth of Kentucky, as they relate thereto.

All benefits of the SUPERINTENDENT are specifically spelled out in this AGREEMENT and override any general policy which might be in existence for other employees.

8. SAVINGS 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.

9. MISCELLANEOUS

This AGREEMENT 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 agreement, the text shall control.

This AGREEMENT shall be executed in duplicate originals.

This AGREEMENT contains all of the terms agreed upon by the parties with respect to the subject matter of this AGREEMENT and supersedes all prior agreements, arrangements and communications between the parties concerning such subject matter, whether oral or written.

IN TESTIMONY THEREOF, the BOARD AND SUPERINTENDENT have caused this AGREEMENT 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 EDUCATION
OF CLARK COUNTY, KENTUCKY

BY :

Michael Kudsk
CHAIRPERSON

Paul A. Christy
SUPERINTENDENT

STATE OF KENTUCKY)
) SCT.
COUNTY OF CLARK)

Subscribed and sworn to before me by Michael Kudsk, Chairman,
Clark County Board of Education, and Paul Christy, on this 25 day of June, 2013.

My Commission expires: October 26, 2014

Y. L. [Signature]
NOTARY PUBLIC, STATE AT LARGE, KY
Notary ID No.: 430753