SUPERINTENDENT CONTRACT

CLAY COUNTY BOARD OF EDUCATION

This contract made and entered into at Manchester, Kentucky this 23 day of August, 2013 by and between the Board of Education of Clay County, Kentucky, hereinafter called the Board or Party of the First Part, and Amon W. Couch, hereinafter called Superintendent or Party of the Second Part.

Witnesseth:

Whereas, in consideration of the mutual covenants and promises herein contained, the parties agree as follows:

1. Terms of Employment–The Party of the Second Part is hereby employed as Superintendent of Schools for the School District of Clay County, Kentucky for the period commencing September 1, 2013 and terminating on June 30, 2015.

2. Professional Certification of Superintendent– The Superintendent represents that he has a certificate for school superintendents issued by the Educational Professional Standards Board of the Commonwealth of Kentucky and he agrees to keep this certification valid throughout his period of employment as Superintendent by the First Party.

3. Acknowledgment of Good Health– The Superintendent represents and acknowledges to the Board and as an inducement for the Board to employ him as Superintendent for this term, that to the best of his knowledge and belief he has no medical, physical or mental disability, or a previous drug or alcohol problem which would impair his ability to perform his duties as Superintendent.

4. Duties– The duties and responsibilities of the Superintendent shall be those duties incident to the office of Superintendent imposed by law and regulations of the Commonwealth of Kentucky including, but not limited to those set out in KRS 160.370, and those duties set out in, but not limited to the Clay County Board of Education Policy Manual 02.12. Other duties and responsibilities as may be needed from time to time in keeping with the position of Superintendent may be assigned to the Superintendent by the Board.

5. Compensation– The Superintendent will be paid an annual base salary of $90,000.00 (ninety thousand dollars) per year to be paid in equal and regular semi-monthly installments, in accordance with the schedule of salary payments in effect for other certified employees. 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.

6. 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 short-term duration at his discretion, so long as such activities do not interfere with his duties as Superintendent of the Clay County Schools. 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 and the Board may pay for necessary fees, travel subsistence expenses as may be approved by the district or as may be set forth in local Board Policy.

7. Sick Leave– The Superintendent shall be entitled to use, accumulate and be paid upon retirement any sick leave benefits allowed by state law and Board Policies.

8. Health, Dental and Life Insurance– The Superintendent shall be entitled to any and all other legally permissible benefits, including health, dental and life insurance, applicable to certified and twelve (12) month administrative employees and are incident to their employment relationships with the Board.

9. Expenses–The Board shall pay or reimburse the Superintendent for reasonable expenses approved by the Board and incurred by the continuing performance of his duties under this Employment Agreement.

10. Professional and Civic Duties– 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 $1,750.00 for professional and civic dues in any fiscal year.

11. Retirement Benefits– The Superintendent shall have the same retirement benefits as provided for Superintendents under the Kentucky Teachers Retirement System.

12. Board Attorney– The Superintendent has the authority to utilize 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 interest of the Board. The Board retains the authority to employ and terminate the Board Attorney.

13. Professional Liability

a. 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 provided under state and federal law.

b. If in the good faith discretion of the Superintendent, 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 costs 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.

c. At the sole expense of the Board, the Superintendent shall be provided his separate professional liability insurance plan in the amount of $1,000,000.00.

WITNESS OUR HANDS THE DAY AND DATE FIRST ABOVE WRITTEN.

PARTY OF THE FIRST PART:

THE BOARD OF EDUCATION OF
CLAY COUNTY KENTUCKY

Mark Hoskins

CHAIRMAN OF THE BOARD

PARTY OF THE SECOND PART:

SUPERINTENDENT