SUPERINTENDENT CONTRACT

THIS CONTRACT of employment is entered into by and between the Board of Education of the Clinton County School District (hereinafter "the Board"), located in Clinton County, Kentucky, and Charlotte Bernard (hereinafter "the Superintendent"), for the position of superintendent of schools, and authorized by action of a lawful meeting of the Board held on the 9th day of Sept., 2013.

The Board agrees to employ the Superintendent for a term of four years, beginning on July 1st, 2014, and ending on June 30th, 2018. The parties agree that the terms of employment shall be as follows:

1. The initial annual salary of the superintendent shall be Ninety thousand dollars ($90,000.00) per year, payable in equal installments. Also, the Superintendent shall receive an increase in her then current total salary equal in percentage to that received by all other certified employees on each and every July 1st for each and every year he is employed by the Board as Superintendent. The Board shall reimburse the Superintendent's required contribution to the Kentucky Teacher Retirement System. Within ninety (90) days of the date permitted for renewal of this contract pursuant to state law, the Board shall renew the contract, or shall notify the Superintendent of its intent not to renew the contract.
2. The duties and responsibilities of the Superintendent shall be all those duties incident to the Office of Superintendent imposed by law and regulations of the Commonwealth of Kentucky and in keeping with board policy. Other duties and responsibilities as may *be* needed from time to time may be assigned to the SUPERINTENDENT by the BOARD.

3. 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.
4. The Superintendent agrees to devote the time, skill, labor, and attention necessary to perform well and faithfully the duties of Superintendent as executive agent and professional advisor to the Board, as set out by law, regulation, policy and this contract.
5. The Superintendent shall furnish throughout the term of this contract a valid and appropriate license, issued by the certification authority in Kentucky, to act as superintendent.
6. The Superintendent, with prior approval from the Board, may undertake consultative work, speaking engagements, lecturing, writing, or other professional duties and obligations, which do not impede or conflict with the Superintendent's duties.
7. 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.
8. The Superintendent shall receive ten (10) days leave per year for illness, bereavement, or personal emergency. The Superintendent shall receive two (2) personal days per year. 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.
9. The Board shall reimburse the Superintendent in accordance with board policy for the use of the Superintendent's personal vehicle for business purposes. The Superintendent shall be reimbursed for other normal travel expenses incurred while traveling on district business, when an itemized statement of expenses is submitted to and approved by the Board.

10. The Superintendent shall attend all professional training sessions required by law, and other appropriate meetings and conferences at the local, state, and national levels. The Board shall reimburse the Superintendent for actual expenses incurred while attending these professional activities, including payment of dues in appropriate professional organizations of the Superintendent's choosing, which sponsor such professional activities.
11. 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.
12. 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.
13. Absent mutual agreement, this contract may be terminated by the Board only upon a showing of legal cause and in accordance with statutory procedures. The Board shall fairly consider releasing the Superintendent from this contract should the Superintendent receive an opportunity for professional advancement.
14. Should any nontaxable fringe benefit provided to the Superintendent pursuant to this contract become taxable to the Superintendent during the term of the contract, the Board shall pay additional compensation to the Superintendent at a rate that will maintain the Superintendent's level of contracted compensation. 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.
15. 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 her individual capacity or in her official capacity as agent and employee of the Board, provided the incident arose while the Superintendent was acting within the scope of employment. If in the good faith opinion of the Superintendent a conflict exists regarding the defense to any such claim between the legal position of the Superintendent and that of the Board, the Superintendent may engage counsel, in which event the Board shall indemnify the Superintendent for the cost of legal defense.

THIS CONTRACT shall be invalid if the Superintendent is under contract with another board of education in this state covering the same period of time, or any portion thereof, until the other contract is terminated or the Superintendent obtains a release.

Dated this 9th day of Sept, 2013.

By: Charlotte Bernard
Superintendent

Dated this 9th day of Sept, 2013.

By: Paula Key
Chairman, Board of Education of Clinton County

Witnessed by: [illegible]
Clinton County Board Attorney