SUPERINTENDENT'S CONTRACT

THIS AGREEMENT is entered into this July 23, 2013, by and between the Board of Education of Cloverport, Kentucky (hereinafter "Board"), and Charles Proffitt (hereinafter "Superintendent").

- W I T N E S S E T H -

WHEREAS, this Agreement is made in accordance with and contingent upon the action of the Board as taken at a special meeting held on July 12, 2013, whereby the Board voted to employ Charles Proffitt as Superintendent of the Cloverport School District in accordance with the provisions set forth herein; and

WHEREAS, the parties agree that the Superintendent shall perform the duties of the Superintendent of the Cloverport School District as prescribed by the laws of the Commonwealth of Kentucky and by the policies and procedures of the Board of Education of Cloverport, Kentucky.

NOW THEREFORE, the Board and Superintendent agree as follows:

1. Term: The term of this Agreement shall commence on July 23, 2013, and terminate on June 30, 2017, unless terminated sooner under the provisions of paragraph 5 of this Agreement. The Board shall take action and notify the Superintendent in writing no later than May 30, 2017, concerning the renewal or non-renewal of this Agreement.

2. Professional Certification and Responsibilities of Superintendent:

a. Certification: The Superintendent shall furnish throughout the life of this Agreement a valid and appropriate certificate to act as superintendent in the Commonwealth of Kentucky.

b. Acknowledgment of Good Health: The Superintendent represents and acknowledges to the Board and as an 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 July 23, 2013 and June 30, 2014, and annually thereafter. The Superintendent agrees to direct that the physician performing said examination certify as to the physical and mental competency of the Superintendent which certificate shall be filed with the clerk or secretary of the Board and treated as confidential information by the Board. The cost of said medical examination and certificate is to be borne by the Board.

c. Contract Days: This Agreement requires the services of the Superintendent for two hundred forty (240) days per year.

d. Duties: The Superintendent agrees to perform well and faithfully the duties of superintendent and to serve as chief executive agent of the Board, having such powers and duties as may be prescribed by law or by the Board from time to time. It is understood and agreed that the Superintendent, as chief executive officer of the Board, shall be in charge of District affairs, and the Board, individually and collectively, will refer matters before the Board to the Superintendent for study and recommendation. However, this referral shall not prevent the Board from taking action on matters before the Board if the Board desires.

e. Outside Activities: The Superintendent agrees to devote the Superintendent's time, skill, labor and attention to said employment during the term of this Agreement. However, the Superintendent, with the prior approval of the Board, may undertake consultative work, speaking engagements, writing, lecturing, or other professional duties and obligations which do not impede or conflict with the Superintendent's duties. The Superintendent, with prior written Board approval and in the Board's sole discretion, may be allowed time to further the Superintendent's formal education at a recognized college or university without loss of pay or annual leave during the months when school is not in session at the Superintendent's sole expense.

3. Compensation and Fringe Benefits:

a. Salary: The annual salary paid to the Superintendent during the first year of this Agreement shall be one hundred thousand ($100,000), to be paid in equal monthly installments on the same pay schedule as all other certified employees. The salary in each subsequent year shall not be less than the salary paid in the preceding year, and the Superintendent shall receive in each subsequent year the same annual District-wide percentage increase as approved by the Board for all certified employees of the District.

b. Insurance: To the extent the Superintendent is required to contribute premium payments to maintain a family plan of coverage under the Commonwealth's health and dental insurance plans, the Board shall reimburse the Superintendent's contributions for said premium payments. The Board, at its expense, shall pay for a term life insurance policy initiated by the Superintendent in an amount equal to the

Superintendent's annual salary for the years this contract is in effect with the beneficiary of the Superintendent's choosing. The expense or reimbursement by the Board for the Superintendent's life insurance shall not exceed a combined expense or reimbursement amount of $75 per month.

c. Annual Leave: The Superintendent shall receive twenty (20) days of paid annual leave per year pursuant to KRS 160.291(4). Pursuant to KRS 161.540(1), the Superintendent may accumulate a maximum of sixty (60) days of unused annual leave to be considered as part of the Superintendent's annual compensation and to be used solely for the Superintendent's final year of active service.

d. Sick and Personal Days: The Superintendent shall be entitled to ten (10) days of paid leave per year for illness and three (3) paid days per year for personal reasons, which may accumulate without limit.

e. Retirement Benefits: The Board shall reimburse the Superintedent for his contribution to the Kentucky Teachers Retirement System.

f. Expenses: The Board shall allow the Superintendent mileage reimbursed for the use of the Superintendent's personal vehicle for travel completed for business purposes both inside and outside the District, excluding travel from home to work, at the rate adopted by the Board for all certified employees. The Superintendent shall also be reimbursed for actual personal expenses incidental to the travel when an itemized statement of travel and expense is submitted to and approved by the Board.

g. Professional Meetings: The Superintendent shall attend appropriate professional meetings and conferences at the local, regional, and state level and one (1)

national level event annually at the Superintendent's choice. The Board shall reimburse the Superintendent for actual expenses incurred in carrying out the Superintendent's professional activities when an authorized statement is submitted to and approved by the Board. In consideration of the irregular work schedule and significant time demands of the office of Superintendent, the Board shall reimburse the cost of the Superintendent's spouse accompanying the Superintendent one time per year to a professional activity attended by the Superintendent.

h. Professional and Civic Dues: The Board shall, by direct payment or reimbursement, pay the professional and civic dues for the Superintendent's memberships in local, state and national organizations not to exceed three thousand Dollars ($3,000) annually without additional Board approval.

4. Annual Evaluation: The Board shall annually provide the Superintendent with an evaluation pursuant to KRS 156.101 and 704 KAR 3:345, with periodic opportunities to review and discuss Superintendent/Board relationships and the Superintendent's personnel records and performance at reasonable times as set by the Board.

5. Termination of Employment Agreement:

a. Mutual Agreement: The parties may terminate this Agreement by mutual agreement evidenced in writing by both parties.

b. For Cause: The Parties recognize the authority of the Board to discharge the Superintendent from his position for cause as set forth under state or federal law or other Board policies or regulations.

The parties additionally acknowledge and recognize that the Superintendent is viewed by students, teachers, administrators and the community as a role model and that as such the Board expects the Superintendent not to violate any statutory law regarding the use of intoxicating beverages, controlled substances, or any other conviction of a statutory criminal offense with the exception of routine traffic violations. To the extent that the Superintendent is convicted of any such offense under any court in any state of competent jurisdiction, the Board may by a four-fifths (4/5) vote of its members discharge the Superintendent from his employment without any further obligation to compensate him or provide other benefits under this Agreement.

The Superintendent by execution of this Agreement acknowledges and understands that this provision holds him to a stricter standard of conduct than otherwise provided by law, and he voluntarily waives any defense he might otherwise have at law as to the Board's authority to terminate his employment under this provision. He further waives any and all claims for any relief which he may have arising from the Board's action under this provision. It is clearly understood that the Board's remedy under this section is established as a contractual right to which the Superintendent voluntarily agrees.

c. Death: The Superintendent's death shall terminate this Agreement and shall terminate the Superintendent's rights to all salary, compensation, and fringe benefits effective as of the date of such death, including premium payments for life insurance provided in 3b.

d. Permanent Disability: The Superintendent shall be deemed to be "permanently disabled" or shall be deemed to be suffering from a "permanent disability" under the provisions of this Agreement if a physician selected by the Board provides a written opinion that the Superintendent will be permanently (or for a continuous period of 12 calendar months) unable to substantially perform the usual and customary duties of the Superintendent's employment. During any period in which the Superintendent is unable to substantially perform the usual and customary duties of his position but is not "disabled" under this subsection, he shall be entitled to utilize accumulated sick leave, but the Board shall have not further obligation to him. In the event the Superintendent becomes "permanently disabled" then his employment and all rights to compensation and fringe benefits shall terminate effective as of the date of such disability determination.

6. Indemnity: The Board agrees that to the extent insurance or similar coverage is afforded to the Board, the Board shall defend, hold harmless, and indemnify the Superintendent from 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 same arose while the Superintendent was acting within the scope of his employment. If in the good faith opinion of the Superintendent, a conflict exists regarding 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 the legal defense to the extent that insurance or similar coverage is afforded to cover same.

7. Savings Clause: If, during the term of this Agreement, a specific clause of the Agreement is determined to be illegal under federal or state law, the remainder of the Agreement not affected by such a ruling, shall remain in force.

8. The Chairperson and the Superintendent may agree in writing to subsequent changes in this Agreement, which shall be subject to approval and ratification by the Board.

WITNESS OUR HANDS the day and date first above written.

By: _____
Charles Proffitt, Superintendent

Board of Education of Cloverport, Kentucky

By: _____
Lisa Hawley, Chair