AGREEMENT
BETWEEN SUPERINTENDENT &
HARLAN COUNTY SCHOOL SYSTEM

THIS AGREEMENT Made and entered into this 7 day of August, 2012, by and between THE BOARD OF EDUCATION OF HARLAN, KENTUCKY, Harlan County, Kentucky, (hereinafter called the "Board"), Party of the First Part, and J. Michael Howard (hereinafter called the "Superintendent"), Party of the Second Part,

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

WHEREAS, the parties agree to hire the part of the Second Part as Superintendent of the Harlan County School System for a period in accordance with the provisions set forth herein and pursuant to KRS 160.350 and other provisions;

WHEREAS, the parties agree that the Superintendent shall perform the duties of the Superintendent of Schools in and for said district as prescribed by the laws of the State of Kentucky and by the rules and regulations made thereunder by the Board of Education as well as local Board's regulations and all other applicable law as it relates to the duties and obligations of a Superintendent of Schools.

WHEREAS, the parties agree that during the terms of this contract, the Superintendent shall be and remain a resident of Harlan County.

NOW THEREFORE, the Board and Superintendent agree as follows:

1. **Term:**

The term of this Employment Agreement shall commence on August 7th, 2012, and terminate of June 30th, 2016. The Board agrees in its minutes pursuant to KRS 160.350 that the term shall be for this period of time.

2. **Professional Certification and Responsibilities of Superintendent:**

a. Certification: The Superintendent shall hold a valid certificate issued by the State 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 had no medical, physical or mental disability, nor a previous drug or alcohol problem which would impair his ability to perform his duties as Superintendent.

c. Duties: The Superintendent shall perform the duties of Superintendent of Harlan County School District in and for said district as prescribed by the laws of the State of Kentucky and the rules, regulations and policies made thereunder by the Board of Education of said district.

d. Outside Activities: 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 a short-term duration as his discretion, so long as such activities do not interfere with his duties as Superintendent of the Harlan County Schools.

The Superintendent and Board recognize the advisability and on occasions the necessity of 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 the leave time for the Superintendent to attend such meetings, for the Board to pay for the necessary

fees and travel and subsistence expenses as may be approved by the district or as may be set forth in local Board policy. Likewise, 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 his is compensated as a lecturer, consultant or for such attendance, the time involved with such functions shall be considered as part of his vacation time and the Board shall not pay the Superintendent's expenses involved with such functions.

3. **Compensation:**

The Board shall pay the Superintendent an annual salary of $107,034.07, and an annual raise as given to teachers to be paid in bi-monthly installments of 1/24th of the annual salary on the 10th and 25th day of each month as services rendered during the preceding month; with the first payment to be made on August 10th, 2012.

The Board and Superintendent may mutually agree to adjust the salary of the Superintendent during the term of this Agreement; provided, that in no event shall 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. It is expressly understood, however, that any increase in salary shall be at the final discretion of the Board. 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. Further the parties understand and acknowledge that any increase may be based upon an objective evaluation of the Superintendent's performance. The parties agree the board may consider permissive extension provided by KRS 160.350 (4).

4. **Vacation and Other Benefits:**

a. Vacation: It is understood and agreed that each school year from July 1st to June 30th during the term of this Agreement shall consist of 235 working days which is calculated by subtracting holidays, vacation days, and weekends from a 365 day year. The Superintendent may elect a total of six (6) weeks vacation which includes a total of thirty (30) working days. In addition to vacation days, the Superintendent may observe the following legal holidays: New Years Day, Memorial Day, Independence Day Labor Day, Thanksgiving day and Christmas Day. The Superintendent may elect to take up to five (5) vacation days at any time provided that should he elect to take six (6) or more days consecutively, the time for taking said vacation days shall be subject to board approval. Vacation days taken by the Superintendent shall be noted in the minutes of the next regularly scheduled Board Meeting after said days are taken. It is understood that the superintendent's vacation days shall not be accumulated and used in any successive year.

b. Sick Days: The Superintendent shall have twelve (12) sick days annually. Unused sick days may accumulate without limit.

c. Health Insurance: It is acknowledged that the Superintendent shall participate in the State health insurance plan on the same basis as any other employee of the Harlan County School System.

d. Expenses: 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 Employment Agreement.

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 these dues upon receipt of statements; provided however, that in no event

shall the Board pay more than $1,000.00 for professional and civic dues in any fiscal year.

e. Automotive Expenses: The Board shall provide an automobile of its choice to be used solely by the Superintendent and only for school purposes upon arrival at the school and the Board shall reimburse the Superintendent for the operation and maintenance expenses of said vehicle. Alternatively, the Board shall provide payment at time of expense.

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

g. The Superintendent shall be provided with professional liability insurance coverage, with liability limits of at least Five Million Dollars ($5,000,000.00), an Errors and Omissions Policy with limits of One Million Dollars ($1,000,000.00) and an umbrella coverage of Five Million Dollars ($5,000,000.00).

h. The Board shall provide, or cause to be provided, such professional legal services as may be necessary to advise, counsel and defend the Superintendent on legal matters pertaining to the performance of his duties and in defense of any claims brought against him relating to such performance as Superintendent, so long as such legal services are not in conflict with the Harlan County Board of Education. The Superintendent shall be represented in the discharge of his duties by the attorney representing the Harlan County Board of Education, except when those services would be in conflict with the interest of the Board of Education. The determination of such conflict shall be determined by this Board. In the absence of such conflict with this Board, the Superintendent shall have the authority to authorize the Board attorney to preform legal services on behalf of this school district, this Board or the Superintendent.

5. **Termination of Employment Agreement:**

This Employment Agreement may be terminated by:

a. Mutual agreement by the Parties;

b. Disability of the Superintendent;

c. Death of Superintendent; or

d. Discharge for cause as provided by law.

6. **Notice:**

It is understood by and between the Party of the First Part and the Party of the Second Part that the Party of the Second part's tenure time with the Harlan County School System continues during the terms of this contract and he shall have the right to be re-employed in the Harlan County School System if for any reason this contract should be terminated.

7. **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.

WITNESS OUR HANDS the day and date first above written.

PARTY OF THE FIRST PART: THE BOARD OF EDUCATION OF HARLAN COUNTY SCHOOL SYSTEM

By: _____
Chairman

PARTY OF THE SECOND PARTY: _____

T Michael Howard
Superintendent

This instrument prepared by:

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