SUPERINTENDENT CONTRACT

THIS CONTRACT of employment is entered into by and between the Board of Education of the Harlan Independent School District (hereinafter "the Board"), located in Harlan County, Kentucky and Charles D. Morton (hereinafter "the Superintendent"), for the position of superintendent of schools.

The Board agrees to employ the Superintendent for a term of four years, beginning on July 1, 2013, and ending on June 30, 2017. The parties agree that the terms of employment shall be as follows:

1. The salary of the Superintendent shall be as follows: $95,000 for the 2013-14 school year. The superintendent's salary each year thereafter for the duration of this contract shall increase by an amount equal to any adjustments made to the district's salary schedule according to the superintendent's rank and years of experience. The Board may choose to increase the superintendent's salary above this minimum amount. Within ninety 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. This contract requires the services of the Superintendent for two-hundred-forty (240) days per year to include paid holidays as prescribed for district employees.

3. The Superintendent agrees to devote the time, skill, labor, and attention necessary to perform well and faithfully the duties of Superintendent and executive agent and professional advisor to the Board, as set out by law, regulation, policy, and this contract.

4. The Superintendent shall furnish throughout the term of this contract a valid and appropriate license, issued by the certification authority of Kentucky, to act as Superintendent.

5. 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.

6. 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.

7. The Superintendent shall receive days of leave per year as provided for district employees in Board policy.

8. The Board shall reimburse the Superintendent for travel expenses as prescribed in district policy.

9. 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 travel expenses incurred while attending these professional activities.

10. 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.

11. 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.

12. 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.

13. 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 compensation.

14. 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 his individual capacity or in his official role as an 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 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.

15. The Board shall furnish membership dues for professional organizations relating to education and for the benefit of the Superintendent and the Board of Education.

15. The Board shall furnish the Superintendent an allowance of up to $100 per month, plus taxes and other basic fees, to obtain a cell phone to assist him in the performance of his duties as Superintendent. This amount reflects the business value of this service to the Board as employer. Any cell phone charges exceeding this amount per month shall be the responsibility of the Superintendent. The Board shall supply the cell phone, not to exceed a cost of $200, and the initial start-up costs not limited to the monthly rate noted above.

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 13 day of May, 20 13.

By _____
Superintendent

Dated this 13TH day of May, 20 13.

By _____
Chairman, Board of Education