

PAINTSVILLE INDEPENDENT

SCHOOL SUPERINTENDENT CONTRACT

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

The Board agrees to employ the Superintendent for a term of 4 years, beginning on July 01, 2012 and ending on June 30, 2016. The parties agree that the terms of employment shall be as follows:

1. The initial annual salary of the superintendent shall be one hundred two thousand (\$102,000) per year, payable in equal installments. The parties shall annually agree to modification of this salary, provided the salary in each subsequent year shall be increased by an amount at least equal to the greatest percentage increase received by any certified employee on the district salary schedule. 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. REFER TO PAGE 3 FOR AMENDMENT # 1.
2. 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.
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 in 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 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 16 (12 sick, 3 personal, 1 emergency) days of leave per year for illness, bereavement, or personal emergency. 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.
8. The Board shall reimburse the Superintendent at the maximum rate allowed by board policy for the use of the Superintendent's personal vehicle for business purposes, both inside and outside the district. 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 an approved by the Board.
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 actual expenses incurred while attending these professional activities, including payment of dues in appropriate organizations of the Superintendent's choosing (3-KASS, KASA, & KAPE), which sponsor such 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 the showing of legal cause and in accordance with statutory procedures. The Board should 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 capacity 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.

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 11TH day of JUNE, 2012.

By 
Superintendent

Dated this 11TH day of JUNE, 2012

By 
Chairman, Board of Education
Paintsville Independent Schools

OPTIONAL SUPERINTENDENT CONTRACT PROVISIONS

AMENDMENT # 1

Rollover Clause

Pursuant of KRS 160.350 (4) this contract shall annually be extended for (1) year unless the Board, by majority vote prior to June 30th of that year, elects not to extend the contract.