EMINENCE INDEPENDENT SCHOOLS
Eminence, Kentucky
CONTRACT EMPLOYING SUPERINTENDENT

This CONTRACT, made and entered into this 19th day of March, 2013, by and between the BOARD OF EDUCATION OF THE EMINENCE INDEPENDENT SCHOOLS (hereinafter the "BOARD") and Claude Allen Berry, IV (hereinafter the "SUPERINTENDENT"), and authorized by action at a lawful meeting of the BOARD held on the 19th day of March, 2013;

WHEREAS, the BOARD desires to provide the SUPERINTENDENT with this CONTRACT in order to enhance administrative stability and continuity within the Eminence Independent Schools, which the BOARD believes improves the quality of its overall education program; and

WHEREAS, the BOARD and the SUPERINTENDENT believe that this CONTRACT is beneficial in describing specifically their relationship and to serve as the basis of effective communication between the parties as the parties fulfill their respective functions in the operation of the Eminence Independent Schools;

NOW THEREFORE, the BOARD and the SUPERINTENDENT, for the consideration specified herein, agree as follows:

1. **TERM**
In consideration of the SUPERINTENDENT's promises, as set out herein, the BOARD employs and the SUPERINTENDENT accepts employment as SUPERINTENDENT of the Eminence Independent Schools for a term commencing July 1, 2014, and ending June 30, 2018. Pursuant to KRS 160.350(4), the so-called "Evergreen Clause," the BOARD, by majority vote prior to June 30th of any school year, may extend this CONTRACT for one (1) year.

2. **PROFESSIONAL CERTIFICATION, DUTIES AND RESPONSIBILITIES**
   A. Certification. The SUPERINTENDENT shall hold a valid SUPERINTENDENT's certificate in administration and supervision issued by the Education Professional Standards Board during the full term of this CONTRACT including any extensions.

   B. Duties and Responsibilities. The SUPERINTENDENT shall be the executive agent of the BOARD and shall carry out all duties and responsibilities incident to the office of SUPERINTENDENT as assigned by law and such other duties as may be prescribed by the BOARD. Subject to BOARD policies, the SUPERINTENDENT shall supervise the general conduct of the schools, the course of instruction, the discipline of students, and the

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management of business affairs. The SUPERINTENDENT shall execute the educational policies, orders, directives, and administrative functions of the BOARD, and shall from time to time recommend regulations, policies, and procedures deemed necessary for the well ordering of the school district. The SUPERINTENDENT shall be responsible for the hiring, dismissal, and supervision of all personnel in the district, pursuant to the statutes of the Commonwealth of Kentucky. Members of the BOARD, individually and collectively, shall promptly refer all criticisms, complaints, and suggestions called to their attention to the SUPERINTENDENT for study, appropriate action, or recommendation. The SUPERINTENDENT shall attend all BOARD meetings except when otherwise provided by law both as to serving in the capacity as superintendent. The SUPERINTENDENT shall also attend all BOARD committee meetings, serve as an ex-officio member of all BOARD committees, and provide administrative recommendations on each item of business considered by each committee.

No policy of the BOARD shall diminish the SUPERINTENDENT's legitimate power or authority as prescribed by the applicable laws of the Commonwealth of Kentucky. Moreover, all duties assigned to the SUPERINTENDENT by the BOARD shall be appropriate to and consistent with the professional role and responsibility of the SUPERINTENDENT.

3. **PROFESSIONAL GROWTH AND DEVELOPMENT**

The BOARD encourages the continuing professional growth and development of the SUPERINTENDENT through:

A. The operations, programs, and other activities conducted or sponsored by local, state, and national school administrator and school board associations;

B. Seminars and courses offered by public or private educational institutions; and

C. Information meetings with other persons whose particular skills or backgrounds would serve to improve the capacity of the SUPERINTENDENT to perform his professional responsibilities for the Eminence Independent Schools.

In its encouragement, the BOARD shall permit a reasonable amount of release time for the SUPERINTENDENT to attend such matters and shall pay for the necessary fees for travel other than by automobile and subsistence expenses, as approved by the BOARD in the annual budget or otherwise by specific BOARD action.

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The action by motion of the BOARD relative to the SUPERINTENDENT pursuing a doctoral program as offered by the Northern Kentucky University is adopted herein by specific reference and agreed to by the parties of this CONTRACT as if set out in full.

4. **COMPENSATION AND EVALUATION**

The salary for serving as SUPERINTENDENT shall be Ninety-one Thousand Dollars ($91,000) per school year. The salary will be paid in bi-monthly installments on the same dates administrators who work twelve (12) months are paid.

The BOARD, based upon its evaluation of the SUPERINTENDENT, may adjust the salary of the SUPERINTENDENT during the term of this CONTRACT, provided that in no event shall the SUPERINTENDENT be paid less than the salary specified above. Any such adjustment of salary made during the term of this CONTRACT shall be in the form of an amendment to this CONTRACT. Any said adjustment shall become part of this CONTRACT, but it shall not be deemed that the BOARD and the SUPERINTENDENT have entered into a new CONTRACT, nor shall it be deemed that the termination date of the existing CONTRACT has been extended. 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.

The BOARD shall evaluate and assess in writing the performance of the SUPERINTENDENT at least once each school year during the term of this CONTRACT. This evaluation and assessment shall be reasonably related to the position description of the SUPERINTENDENT and the goals and objectives of the Eminence Independent Schools for the period in question.

5. **WORKING DAYS AND BENEFITS**

A. It is understood and agreed that each school year, from July 1 through June 30 during the term of this CONTRACT, shall consist of 240 working days leaving twenty (20) noncontract days each school year. Prior to the commencement of each school year, the SUPERINTENDENT shall submit to the BOARD a twelve (12) month calendar reflecting intended work and non-work days.

At the conclusion of each school/fiscal year the SUPERINTENDENT shall verify to the BOARD in writing having worked 240 days and the actual calendar of days worked.

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B. The SUPERINTENDENT shall be entitled to all the benefits applicable to twelve (12) month administrative employees as are incident to their employment relationship with the Eminence Independent Schools, including, but not limited to, sick leave and other leaves created by statute or BOARD policy, any forms of insurance protection, retirement programs, and any other twelve (12) month administrative employee benefit. The BOARD shall pay the part of the family health insurance plan not covered for other certified employees.

C. 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 and are of short duration.

If the SUPERINTENDENT is compensated for outside activities by any agency other than this BOARD, the time involved for such functions will be considered as non-work days and this BOARD will not pay the SUPERINTENDENT's salary or expenses for the activity.

D. The BOARD shall pay the SUPERINTENDENT's membership charges to the following professional associations: the Kentucky Association of School Superintendents (KASS), the Kentucky Association of School Administrators (KASA), and one (1) civic group of the SUPERINTENDENT's choice.

6. **EXPENSES**

The BOARD shall pay or reimburse the SUPERINTENDENT for reasonable expenses approved by the BOARD and incurred by the SUPERINTENDENT in the continuing performance of the SUPERINTENDENT's duties under this CONTRACT according to the policies of the BOARD.

7. **PROFESSIONAL LIABILITY**

The BOARD agrees the SUPERINTENDENT shall be a covered insured, in his official and individual capacity, under any and all liability insurance policies or insurance trust programs in which the School District is a participant, as to any and all demands, claims, suits, actions, and legal proceedings brought against the SUPERINTENDENT, provided the incident arose while the SUPERINTENDENT was acting within the scope of his employment, and excluding criminal litigation and intentional acts, to the extent liability coverage is within the authority of the BOARD to provide under state and federal law.

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8. **NOTICE**

Any notice or communication permitted or required under this CONTRACT shall be in writing and shall become effective on the day of mailing thereof by first class mail, registered or certified mail, postage prepaid, addressed:

If to the BOARD, addressed to:

Chairman, Board of Education of
the Eminence Independent Schools
291 West Broadway
Eminence, Kentucky 40019

If to the SUPERINTENDENT, addressed to:

Buddy Berry, Superintendent
Eminence Independent Schools
291 West Broadway
Eminence, Kentucky 40019

9. **TERMINATION**

This CONTRACT may be terminated by:

A. Expiration of its term;
B. Mutual agreement of the parties;
C. Retirement of the SUPERINTENDENT; or
D. Discharge for legal cause pursuant to KRS 160.350.

10. **SAVINGS CLAUSE**

If, during the term of this CONTRACT, it is determined that a specific clause is illegal under state or federal law, the remainder of the CONTRACT not affected by such ruling shall remain in full force and effect.

11. **MISCELLANEOUS**

This CONTRACT has been executed in Kentucky, and shall be governed in accordance with the laws of the Commonwealth of Kentucky in every respect.

Paragraph headings have been inserted for convenience or reference only, and if there shall be any conflict between any such headings and the text of this CONTRACT, the text shall control.

This CONTRACT shall be executed in duplicate originals.

This CONTRACT contains all of the terms agreed upon by the parties with respect to the subject matter of this CONTRACT and supersedes all prior agreements, arrangements and communications between the parties concerning such subject matter, whether oral or written.

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IN WITNESS WHEREOF, the BOARD has caused this CONTRACT to be approved by a duly authorized officer and the SUPERINTENDENT has approved this CONTRACT effective on the day and year specified herein.

BOARD OF EDUCATION OF THE EMINENCE INDEPENDENT SCHOOLS

BY: Brenda L. Chism

Brenda L. Chism

ATTEST:

Secretary

COMMONWEALTH OF KENTUCKY)
) Sct.
COUNTY OF HENRY)

The foregoing CONTRACT was duly acknowledged before me by Brenda L. Chism, Chairperson, Board of Education of the Eminence Independent Schools, Kentucky, for and on behalf of the Board of Education, this 19th day of March, 2013.

My commission expires: Sept. 28, 2014.

NOTARY PUBLIC, STATE AT LARGE, KY

SUPERINTENDENT

BY: Claude Allen Berry IV

Claude Allen Berry, IV

COMMONWEALTH OF KENTUCKY)
) Sct.
COUNTY OF HENRY)

The foregoing CONTRACT was duly acknowledged before me by Claude Allen Berry, IV, Superintendent, this 19th day of March, 2013.

My commission expires: Sept. 28, 2014.

NOTARY PUBLIC, STATE AT LARGE, KY

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BRC

Chairperson Initials

EMINENCE INDEPENDENT SCHOOLS
Eminence, Kentucky
FIRST AMENDED CONTRACT EMPLOYING SUPERINTENDENT

This FIRST AMENDED CONTRACT EMPLOYING SUPERINTENDENT, made and entered into this 11 day of February, 2015, by and between the BOARD OF EDUCATION OF THE EMINENCE INDEPENDENT SCHOOLS (hereinafter the "BOARD"), and CLAUDE ALLEN BERRY, IV (hereinafter the "SUPERINTENDENT"), and authorized by action at a lawful meeting of the BOARD held on December 16, 2014.

W I T N E S S E T H :

NOW, THEREFORE, the BOARD and the SUPERINTENDENT, for the ongoing consideration as set out in the original CONTRACT EMPLOYING SUPERINTENDENT entered into between the BOARD and SUPERINTENDENT commencing on July 1, 2014 ("original CONTRACT"), and further consideration in the Minutes of the above-referenced meeting, 091214, agree as follows:

4. ***COMPENSATION AND EVALUATION***

The salary for serving as SUPERINTENDENT shall be increased by Eight Thousand Five Hundred Dollars ($8,500) beginning January 1, 2015 - June 30, 2015, and the SUPERINTENDENT's salary shall be not less than Ninety-nine Thousand Five Hundred Dollars ($99,500) for each remaining year of the term of the original CONTRACT.

All other provisions of the original CONTRACT remain unchanged and are intended to be incorporated into this FIRST AMENDED CONTRACT EMPLOYING SUPERINTENDENT as if set out in full.

This FIRST AMENDED CONTRACT EMPLOYING SUPERINTENDENT shall be executed in duplicate originals.

Berry Initials

Chairperson Initials

IN TESTIMONY THEREOF, the BOARD and the SUPERINTENDENT have caused this FIRST AMENDED CONTRACT EMPLOYING SUPERINTENDENT to be executed in their respective names, and in the case of the BOARD, by its Chairperson, on the day and year first above written.

BOARD OF EDUCATION OF THE EMINENCE INDEPENDENT SCHOOLS

BY: _____
CHAIRPERSON

ATTEST:
_____
SECRETARY

COMMONWEALTH OF KENTUCKY)
) Sct.
COUNTY OF HENRY)

Subscribed and sworn to before me by Brenda Chism, Chairperson, Board of Education of the Eminence Independent Schools, on this the 11th day of February, 2015.

My Commission expires: 10/1, 2016.

_____
NOTARY PUBLIC

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10/1/16

SUPERINTENDENT

BY: _____
CLAUDE ALLEN BERRY, IV

COMMONWEALTH OF KENTUCKY)
) Sct.
COUNTY OF HENRY)

Subscribed and sworn to before me by Claude Allen Berry, IV, on this the 11th day of February, 2015.

My Commission expires: 10/1, 2016.

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NOTARY PUBLIC

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Berry Initials

BLC
Chairperson Initials

EMINENCE INDEPENDENT SCHOOLS
Eminence, Kentucky

SECOND AMENDED CONTRACT EMPLOYING SUPERINTENDENT
This SECOND AMENDED CONTRACT EMPLOYING SUPERINTENDENT, made and entered into this 26th day of MAY, 2016, by and between the BOARD OF EDUCATION OF THE EMINENCE INDEPENDENT SCHOOLS (hereinafter the "BOARD"), and CLAUDE ALLEN BERRY, IV (hereinafter the "SUPERINTENDENT"), and authorized by action at a lawful meeting of the BOARD held on May 25, 2016.

W I T N E S S E T H:
NOW, THEREFORE, the BOARD and the SUPERINTENDENT, for the ongoing consideration as set out in the original CONTRACT EMPLOYING SUPERINTENDENT entered into between the BOARD and SUPERINTENDENT commencing on July 1, 2014 ("original CONTRACT"), and further consideration in the Minutes of the above-referenced meeting, 091214, agree as follows:

4. COMPENSATION AND EVALUATION
The salary for serving as SUPERINTENDENT shall be increased by twenty thousand dollars ($20,000) beginning May 26, 2016 - June 30, 2016, and the SUPERINTENDENT's salary shall be not less than one hundred and nineteen thousand and five hundred dollars ($119,500) for each remaining year of the term of the original CONTRACT. This Amendment also invokes the Evergreen Clause of the Superintendent's Contract and extends the effective end date of his contract that commenced on July 1, 2014 to now effectively end on June 30, 2020.

All other provisions of the original CONTRACT remain unchanged and are intended to be incorporated into this SECOND AMENDED CONTRACT EMPLOYING SUPERINTENDENT as if set out in full.

This SECOND AMENDED CONTRACT EMPLOYING SUPERINTENDENT shall be executed in duplicate originals.

BB BJC
Berry Initials Chairperson Initials

IN TESTIMONY THEREOF, the BOARD and the SUPERINTENDENT have caused this SECOND AMENDED CONTRACT EMPLOYING SUPERINTENDENT to be executed in their respective names, and in the case of the BOARD, by its Chairperson, on the day and year first above written.

BOARD OF EDUCATION OF THE EMINENCE
INDEPENDENT SCHOOLS

BY: Brenda R Chism
CHAIRPERSON

ATTEST:

SECRETARY
COMMONWEALTH OF KENTUCKY)
) Sct.
COUNTY OF HENRY)

Subscribed and sworn to before me by Brenda Chism, Chairperson, Board of Education of the Eminence Independent Schools, on this the 26th day of May, 2016.
My Commission expires: 10/1/16, 2016.

Paula A Fisher
NOTARY PUBLIC
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SUPERINTENDENT

BY: Claude Allen Berry IV
CLAUDE ALLEN BERRY, IV
COMMONWEALTH OF KENTUCKY)
) Sct.
COUNTY OF HENRY)
Subscribed and sworn to before me by Claude Allen Berry, IV, on this the 26th day of May, 2016.
My Commission expires: 10/1, 2016.

Paula A Fisher
NOTARY PUBLIC

Berry Initials Chairperson Initials