SUPERINTENDENT EMPLOYMENT CONTRACT

THIS CONTRACT is made and entered into this 13th day of Dec, 2016 by and between the BOARD OF EDUCATION OF MEADE COUNTY, KENTUCKY (hereinafter referred to as "Board"), and JOHN MILLAY, (hereinafter referred to as "Superintendent").

For and in consideration of the mutual covenants and promises hereinafter set forth, the sufficiency of said consideration being hereby acknowledged by both parties, it is agreed by and between the parties hereto as follows:

1. EMPLOYMENT:

Board hereby employs Superintendent, and Superintendent hereby enters into the employ of the Board as Superintendent of Meade County Schools (MCS) in accordance with the Common School laws and the Rules and Regulations of the Kentucky State Board of Education and the Commonwealth of Kentucky.

2. DUTIES:

Superintendent shall be responsible for and perform all required statutory acts and duties incident thereto including but not limited to the following:

A. The performing of all duties and responsibilities of Superintendent of MCS as set forth in the appropriate Job Description and Board policies as are now or hereafter adopted.

B. The performing for the Board of all duties and responsibilities of a school superintendent generally imposed by or implied from the laws of the Commonwealth of Kentucky including but not limited to, all applicable Kentucky and United States statutes, other applicable laws, rules or regulations, or customs or practices within the State of Kentucky.

C. The serving as Chief Administrative Officer of the Meade County School District and acting as professional adviser to the Board of Education on all matters.

D. The performing of such other duties and responsibilities as from time to time may now or hereafter be assigned to Superintendent by the Board.

E. To provide the required services for two hundred forty days (240) days per year.

F. Superintendent shall perform the duties of the Board secretary without additional compensation.

3. TERM OF CONTRACT:

The term of this Contract shall be for a period of four (4) years beginning the first day of July 2017, and shall continue thereafter without interruption in full force and effective through and including the 30th day of June, 2021, subject, however, to termination as hereinafter provided (Paragraphs 9, 10, and 11), and all other applicable law. The Board shall take action and notify the Superintendent in writing no later than January 1, 2021 concerning the renewal or non-renewal of this Agreement.

4. COMPENSATION AND BENEFITS:

A. Salary: The base annual salary shall be $ 149,000 effective the first day of July 2017. Beginning on July 1, 2017 and on each July 1 for the term of this Contract, Board shall increase his salary in an amount equal to the annual District wide percentage increase as approved by the Board for all certified employees of the District, provided such salary in each subsequent year shall not be less than the salary paid in the preceding year.

B. Automobile: Board shall provide an automobile for use by the Superintendent and also gas, service, maintenance, insurance and upkeep on said automobile. Said automobile is to be used for school related purposes and may also be used for incidental personal purposes associated with work related travel.

C. Other Benefits: During the term of this Contract, Superintendent shall receive and participate in the benefits provided generally to all other full-time certified staff employees of Board. Such benefits shall be on the same basis as are available to those full-time certified staff employees, including but not limited to vacation leave, sick leave, personal leave, disability leave, and all such other benefits as may from time to time be approved by Board.

D. Superintendent is encouraged to attend appropriate professional educationmeetings at the local, state and national levels. Board shall pay all reasonable expenses incurred by Superintendent in his attendance of such meetings including meals, travel expense and overnight accommodations. In addition, Board shall pay the membershipfees normally associated with membership in such professional education groups (example: KSBA, AASA, NSBA, KASA, NASA).

5. LOYALTY:

Superintendent shall devote all of Superintendent's time, attention, knowledge and skills solely and exclusively to the business and interests of Board. Superintendent may undertake consulting work, speaking engagements, teaching, writing, lecturing, etc. or other activities which do not interfere with the discharge of Superintendent's duties and responsibilities set forth in this Contract. The determination by the Board as to whether such other work/activities interfere with the discharge of Superintendent's duties and responsibilities hereunder shall be conclusive. Any fee, honorarium, gift or reimbursement for travel expenses received by Superintendent in performance of such work/activity shall be retained by the Superintendent.

6. DISCHARGE:

This Contract may be terminated by the Board upon the showing of legal cause and in accordance with statutory procedures and guidelines.

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.

7. DISABILITY:

Inability to perform: Should Superintendent be unable to perform his duties due to physical and/or mental conditions, upon expiration of all sick leave entitlement as provided by law or the policies of this Board, and upon written evaluation by a licensed physician designated by the Board indicating the duties required by this contract cannot be fully performed, then the contract may be terminated by the Board. Provided, however, prior to termination the Superintendent shall be entitled to procure a second medical opinion which shall be submitted to the Board in a timely fashion. The Board then shall give due consideration to both opinions before making its decision to terminate the contract due to inability to perform.

8. DEATH DURING EMPLOYMENT:

If Superintendent should die during the term of this employment, Board shall pay to the estate of Superintendent the compensation which otherwise would be payable to Superintendent up to the end of the month in which Superintendent's death occurs. Thereafter, Board shall have no further responsibility hereunder and this Contract shall automatically terminate effective the last day of the month in which the Superintendent's death occurs. This Paragraph shall not be deemed to affect any other benefits which may be available to Superintendent, including but not limited to those available under the applicable retirement program, health insurance, workers' compensation or otherwise.

9. BOARD OBLIGATION TO PROVIDE 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 relations and the Superintendent's personnel records and performance at reasonable times as set by the Board.

10. BOARD OBLIGATION TO DEFEND AND INDEMNIFY: Board agrees that it shall defend, hold harmless and indemnify the Superintendent from any and all demands, claims, suits, action and legal proceedings brought against the Superintendent in his individual capacity or in his official capacity as agent and employee of the District, provided the incident arose while the Superintendent was acting within his scope of employment. If in the good faith opinion of the Superintendent a conflict exists as regards 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 even the District shall indemnify the Superintendent for the reasonable cost of legal defense.

11. MISCELLANEOUS:

A. Governing law: This Contract has been executed in the State of Kentucky and shall be governed in accordance with the laws of Kentucky in every respect including all applicable administrative rules and regulations. This Contract is further subject to the Board's policies, rules and regulations as now or hereafter adopted.

B. Headings: Paragraph headings and numbers have been inserted for convenience or reference only. If there shall be any conflict between any such headings or numbers and the text of this Contract, the text shall control.

C. Exclusive Terms: This Contract contains all of the terms agreed upon by the parties with respect to the subject matter hereof and supersedes all prior agreements, contracts, arrangements and communications between the parties concerning such subject matter, whether oral or written, including but not limited to any prior contract.

D. Severability: The provisions of the Contract shall be deemed severable, and the invalidity of any portion hereof shall not affect the validity of the remainder thereof.

E. Binding Effect: This Contract shall be binding upon and inure to the benefit of the respective parties and their respective heirs, legal representatives, successors and assigns.

F. 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.

IN WITNESS WHEREOF, the parties hereto have duly executed this SUPERINTENDENT EMPLOYMENT CONTRACT as of the day and year first above written.

Board of Education

Of Meade County, Kentucky

12/13-16

Board Chairperson Date

12/13/16

Superintendent Date