

AGREEMENT

THIS AGREEMENT, made and entered into this 01st day of July, 2017 by and between the **Caldwell County Board of Education** of Princeton, Kentucky, hereinafter referred to as "EMPLOYER", and **Randy Bruce McCarty** of 310 Fox Drive, Greenville, Kentucky 42345, hereinafter referred to as "EMPLOYEE";

WHEREAS, EMPLOYER wishes to contract with EMPLOYEE to serve initially as a consultant for a period of one (1) month from and after July 1, 2017 through August 1, 2017 and to thereafter serve as Interim Superintendent of the Caldwell County School District of Princeton, Kentucky, from August 1, 2017 through June 30, 2018, subject to the terms and conditions set forth herein.

IN CONSIDERATION of such services, and the other provisions contained herein, the EMPLOYER and EMPLOYEE agree as follows:

1. EMPLOYEE hereby covenants that he will perform the duties of a consultant for the first thirty (30) days from and after July 1, 2017 through August 1, 2017 and, thereafter, he covenants that he will perform the duties of Interim Superintendent as prescribed by law and in such manner as the EMPLOYER may from time to time direct. The EMPLOYEE shall also assume the duties of Chief Financial Officer of the school district as of August 1, 2017.

2. **ANNUAL SALARY:** EMPLOYER shall pay EMPLOYEE an annual salary of Ninety Thousand Dollars (\$90,000.00) for a period of time beginning July 1, 2017 through June 30, 2018.

3. **MOTOR VEHICLE:** The EMPLOYER further agrees to furnish to the EMPLOYEE the use of a motor vehicle. It is understood by the parties that EMPLOYEE may utilize said vehicle for travel from his residence to his place of employment and for other employment related activities.

4. **TECHNOLOGY AND EQUIPMENT:** The Board, at its expense, shall provide the Interim Superintendent with computer equipment, cellular telephone, internet services and other necessary communication services that will allow the Interim Superintendent to perform the duties of the office while at home or traveling.

5. PROFESSIONAL ORGANIZATIONS: The EMPLOYER agrees to pay the necessary professional membership fees and dues for the EMPLOYEE in the KASA and KASS Associations. The EMPLOYER will pay on behalf of the EMPLOYEE all expenses of EMPLOYEE incurred for participation in the conferences of KASA, AASA, KASS, NSBA and KSBA in accordance with the existing board policy relative to employee expenses.

6. VACATION, SICK DAYS AND PERSONAL LEAVE: The EMPLOYER agrees that each year the EMPLOYEE will be employed for 240 days per year and will be allowed ten (10) annual vacation days; one (1) sick day per month; three (3) personal days per year; and six (6) paid holidays.

7. INDEMNIFICATION AND LEGAL EXPENSES: The EMPLOYER agrees as a further condition of this employment contract that the school district shall defend, hold harmless and indemnify the EMPLOYEE from any and all demands, claims, suits, action and legal proceedings brought against the EMPLOYEE in his official capacity as agent and employee of the district, provided the incident arose while the EMPLOYEE was acting within the scope of his employment as Interim Superintendent. If, in the good faith opinion of the EMPLOYEE, a conflict exists, as regards to the defense of such claim between the legal position of the EMPLOYEE and the legal position of the district, the EMPLOYEE, after consulting with EMPLOYER and obtaining EMPLOYER'S consent, may engage counsel, in which event the district shall indemnify and reimburse the EMPLOYEE for the costs of said legal defense.

8. MISCELLANEOUS PROVISION: The parties to this agreement acknowledge that EMPLOYEE has previously served in other school districts and EMPLOYER will be responsible for accumulated sick leave time.

IN WITNESS WHEREOF, the parties have executed this agreement at Princeton, Caldwell County, Kentucky, on the day and date first above written.

**CALDWELL COUNTY BOARD
OF EDUCATION**

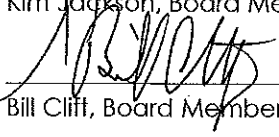
By: Mike Traylor
Mike Traylor, Chairman

EMPLOYEE/INTERMIN SUPERINTENDENT

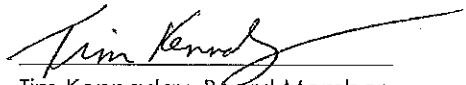
By: Randy Bruce McCarty
Randy Bruce McCarty

Have seen and approved:



Kim Jackson, Board Member


Bill Cliff, Board Member

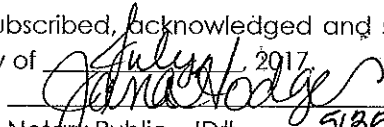
Susan Knight, Board Member


Tim Kennaday, Board Member

STATE OF KENTUCKY-AT-LARGE

The foregoing Agreement was subscribed, acknowledged and sworn to before me by Mike Traylor, this 17th day of July, 2017.

SEAL

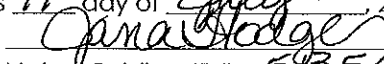


Notary Public ID# 513565
My commission expires: 06-17-18

STATE OF KENTUCKY-AT-LARGE

The foregoing Agreement was subscribed, acknowledged and sworn to before me by Randy Bruce McCarty, this 17th day of July, 2017.

SEAL



Notary Public ID# 513565
My commission expires: 06-17-18

This instrument prepared by:

Marc Wells
Attorney at Law
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Princeton, KY 42445
270-365-5576