

BRACKEN COUNTY BOARD OF EDUCATION

SUPERINTENDENT'S CONTRACT

CLAY KING

(JULY 1, 2024-JUNE 30, 2028)

WHEREAS, the BRACKEN COUNTY BOARD OF EDUCATION (the “Board” or “District”) is desirous of employing Clay King (“King” or “Superintendent”) as Superintendent of the District on the terms and conditions of this Superintendent’s Contract (“Contract”); and

WHEREAS, King is desirous of entering into this Contract and serving as Superintendent of this District on the terms and conditions contained herein;

NOW THEREFORE, IT IS AGREED AS FOLLOWS:

WITNESSETH:

That the **BRACKEN COUNTY BOARD OF EDUCATION**, located in the City of Brooksville, Bracken County, Kentucky hereby contracts and employs with **CLAY KING** to serve as its Superintendent of Schools of the District, for a four (4) year term beginning on the 1st day of July 2024, and expiring on June 30, 2028, in accordance with the Common School Laws of Kentucky and Rules and Regulations prescribed in pursuance thereof by the Kentucky Department of Education, and the terms and provisions of this Superintendent’s Contract.

1. **Certification.** The Superintendent shall hold a valid certificate which qualifies the Superintendent to hold the position of Superintendent, and shall hold such certification throughout the period of employment as Superintendent.

2. **Duties.** The Superintendent shall receive an annual salary and fringe benefits as provided herein. It is further agreed that he shall devote his time, skill, labor, and attention necessary to perform well and faithfully the duties of Superintendent as set out by laws, rules, regulations, and policies of the Commonwealth of Kentucky, State Department of Education and the District Board of Education.

The Superintendent shall have charge of the administration of the schools under the direction of the Board. The Superintendent shall be chief executive officer of the District; shall be responsible for implementation of Board policies; shall organize, reorganize, and arrange the administrative and supervisory staff, including instruction and business affairs, as best serve the District; and in general perform all duties and obligations that are by law incident to the office of the Superintendent, and such other duties as may be prescribed by the Board from time to time. The

Board, individually and collectively, will refer criticisms, complaints, and suggestions called to its attention to the Superintendent for study, recommendation, or appropriate action.

The Superintendent shall attend all Board meetings unless excused for just cause, or as otherwise permitted or made necessary as a matter of law.

3. **Outside Activities.** The Superintendent shall devote himself exclusively to his duties. The SUPERINTENDENT and BOARD recognize the advisability, and on occasions the necessity, of the SUPERINTENDENT to attend seminars, courses, or programs conducted or sponsored at the local, state, or national levels. It is understood and agreed that the district shall permit a reasonable amount of time for the SUPERINTENDENT to attend such meetings, for the BOARD to pay for necessary fees and travel and subsistence expenses as may be approved by the BOARD or stipulated in the annual budget, or as may be set forth in local Board policy. This provision shall be limited to seminars, courses, or programs that would be for the benefit of the Bracken County Schools. The BOARD shall have ultimate discretion in determining the SUPERINTENDENT's attendance and the amount of money to defray reasonable and necessary travel and subsistence expenses.

However, if the SUPERINTENDENT elects to attend any function, meeting, seminar, or program wherein he is compensated as a lecturer, consultant, or for such attendance, the time involved with such functions shall not be considered as part of the SUPERINTENDENT's required working days and the BOARD shall not pay the SUPERINTENDENT's expenses involved with such functions.

4. **Fringe Benefits.** It is the Board's intent that the Superintendent may select any and all coverages of fringe benefits available to all certified employees and those plans and benefits selected by him shall be available to him on the same terms and conditions as all twelve month certified employees.

5. **Leave.** The Superintendent shall be entitled to all of the benefits applicable to twelve (12) month certified employees as are incident to their employment relationship with the District pursuant to Kentucky Revised Statutes and Board Policy, as amended from time to time, including by not limited to sick leave, personal leave, vacation, emergency leave, and leave for jury duty.

6. **240 Day Employee.** The Superintendent is employed for 240 working days per year. The Superintendent may observe as holidays those holidays which all other certified staff may observe.

7. **Professional Organizations.** The Superintendent may join two (2) professional or civic organizations related to his position as Superintendent and of value to the District, the annual

membership dues for which shall be paid by the Board, and any other professional or civic organizations at Board expense on a case by case basis upon prior approval of the Board. The Board shall pay for reasonably incurred incidentals to attendance at functions of those organizations regardless whether they are local or overnight. In addition, the Superintendent, at Board expense, may attend such professional conferences or civic organization activities as are consistent with his position as Superintendent, including local civic functions as well as including but not limited to KSBA, NSBA and AASA.

8. **Professional Expenses, Automobile and Incidentals.** The Board shall reimburse the Superintendent for all reasonable expenses approved by the Board and incurred by Superintendent in the continuing performance of his duties under this Agreement, as determined by the Board and Board policy. The Board shall provide the Superintendent with a cell phone stipend of \$75.00 per month or \$900.00 per year.

All benefits of the Superintendent which are specifically spelled out in the Agreement, including but not limited to reimbursement or direct pay of expenses incurred by the Superintendent in connection with District business shall override any other Board policy or general policy which might exist or apply to other employees of the District.

9. **Travel Expenses.** The Superintendent shall be reimbursed for other normal and reasonable travel expenses incurred while traveling out of the District on District business, when an itemized statement of expenses is submitted to and approved by the Board. Incidental lodging and/or meals shall be reimbursed at the per diem amount as applies to all certified employees under the District's policies.

10. **Base Compensation, Adjustments.** The Superintendent shall receive as base annual salary for fiscal year July 1, 2024 – June 30, 2025, the sum of ONE HUNDRED TWENTY THOUSAND DOLLARS (\$120,000.00). The salary shall be paid in bi-monthly installments on the same dates as administrators who work twelve (12) months are paid.

The Board may increase the Superintendent's annual salary for any prospective fiscal year upon proper Board action at its regular June or July meeting, or a special meeting called and held in June or July. In no event shall the Superintendent be paid less than the salary specified above, and he shall not be paid less than the previous year's salary. The Board shall on an annual basis conduct an evaluation of the Superintendent and any increase in the Superintendent's salary shall be based upon the evaluation of the Board.

11. **Professional Growth.** The District encourages continuing professional growth of the Superintendent through participation in seminars by professional organizations related to public schools. The District will pay directly or reimburse seminar fees and related expenses for credit hours, seminars or professional growth programs pursued or earned during employment for professional improvement or general leadership development.

12. **Application of Board Policies.** The Superintendent is generally subject to all policies and procedures of the District in the same manner and to the same extent as any other certified employee. In the event that there is a conflict between any policy and the terms of this Agreement, the terms of this Agreement shall govern.

13. **Enforceability.** The Contract has been executed in Kentucky and shall be governed in accordance with the laws of the Commonwealth of Kentucky in every respect. If, during the term of this Contract, it is found that a specific clause of the Contract is illegal under federal or state law, the remainder of the Contract shall not be affected by such a ruling and shall remain enforceable in full force.

14. **Venue.** This Contract is expressly being entered into and is to be performed in Bracken County, Kentucky. Any controversy or litigation concerning the interpretation or construction of this Contract, or any default or breach thereof, shall in all respects, be governed, construed and enforced in accordance with the laws of the Commonwealth of Kentucky. The parties, to the extent that they may legally do so, do hereby waive any objection they may have to jurisdiction, and consent and agree that the proper venue of any controversy concerning this Contract shall be in the Bracken Circuit Court.

15. **Modification.** No waiver, release, modification, or amendment of any terms, conditions, or provisions of this Contract is valid unless it is in writing and duly executed by the Board and Superintendent.

16. **Contract Termination or Removal.** This Contract may be terminated by the Board as permitted by Board policy and procedures or for reasons set forth by the laws of the Commonwealth of Kentucky. Cause for termination of this Contract shall include, but are not limited to:

- a. Expiration of the Contract's Term;
- b. Mutual agreement of the Parties;
- c. Discharge for cause; or
- d. Retirement of the Superintendent.

17. **Notice.** Any notice or communication permitted or required under this Contract shall be in writing and shall become effective on the day of the mailing thereof by first class mail. Notice or communication shall be made as follows:

If addressed to the Board:

Chairperson, Board of Education
1048 Bladeston Drive
Brooksville, KY 41004

If addressed to the Superintendent:
Superintendent
(Personal Address to be provided)

The Superintendent agrees that he will provide the Board with notice of his intent to request re-appointment, or advise of his intent *not* to seek re-appointment, between January 1 and January 7 in the year this Contract is set to expire. The Board agrees that it will provide the Superintendent with notice of its intention to re-appoint or not to re-appoint the Superintendent between January 8 and January 22 in the year this Contract is set to expire.

18. **Legal Services, Liability Insurance.** The District shall provide all legal services required by the Superintendent for any of his actions or omissions arising in the regular course of his duties as Superintendent of the District, and which are not illegal or *ultra vires*. The District shall provide a defense, and legal representation for the Superintendent (through the District's liability insurance policy if it is a covered claim), and this shall include, cost of legal fees, litigation expenses, court costs, and other necessary and incidental costs associated therewith (collectively "legal expense") and shall otherwise reimburse the Superintendent for all such legal expense arising out of, in connection with or relating to in any manner, the performance of his duties, whether acts or omissions or status as Superintendent, direct or indirect. Excluding illegal actions or those which are *ultra vires*, the Board shall otherwise defend, hold harmless and indemnify the Superintendent from and respecting any and all legal expense, demands, claims, suits, actions, legal proceedings and damages against the Superintendent in his individual capacity or in his official capacity occasioned, in connection with, relating to or respecting in any manner the performance of his said duties, acts, omissions or status, whether direct or indirect, and shall provide liability insurance for his benefit covering said acts and omissions and status within the course and scope of his employment as Superintendent in at least equal measure as is currently in effect through the Board's current liability insurance policy, regardless of when the claim may be made, during or after his employment as Superintendent or other capacity with the Board. To the extent legal expense or damages are not covered by or exceed the insurance, the Board shall be responsible for and indemnify Superintendent and hold [him or her] harmless of any legal expense or damages above the applicable insurance policies.

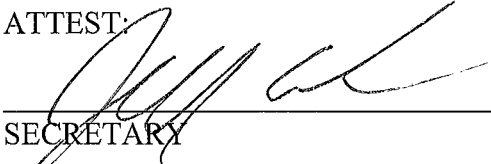
As a condition to reimbursement of any legal fees or expenses the Superintendent shall cooperate with the District and/or its insurer in all litigation, and shall timely notify the District of any and all legal action brought against [him or her], by promptly providing a copy of the Complaint and Summons.

19. **Contract Extension.** After completion of this Superintendent's Contract for four (4) years, the Board may, no later than June 30, extend the contract of the Superintendent for one (1) additional year beyond the current term of employment pursuant to KRS 160.350(4).

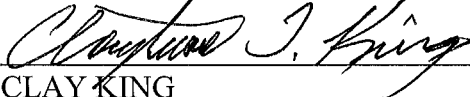
IN WITNESS WHEREOF, the Parties execute this Contract in conformity with a Resolution of the Board passed June ___, 2024 authorizing the Chairperson of the Board to so effectuate and execute this Contract on behalf of the Board.

BRACKEN COUNTY BOARD OF EDUCATION
JOSH JONES, CHAIRPERSON
JULIE RIGGS, VICE CHAIRPERSON
ANGIE CRAWFORD
T.J. BURTON
MELISSA TAKATA

By: 
JOSH JONES, CHAIRPERSON

ATTEST: 
SECRETARY

SUPERINTENDENT

By: 
CLAY KING

COMMONWEALTH OF KENTUCKY

COUNTY OF Bracken

SS:

Subscribed and sworn to before me by JOSH JONES, Chairperson of the Bracken County Board of Education, and CLAY KING, Superintendent, on this the 29th day of ~~June~~ May, 2024.


NOTARY PUBLIC

My commission expires: 6/10/24

Notary ID No. KYNP8775