CONTRACT OF EMPLOYMENT

This CONTRACT OF EMPLOYMENT, made and entered into this 21st day of June, 2012, by and between the **BOARD OF EDUCATION OF ADAIR COUNTY, KENTUCKY** (hereinafter referred to as "BOARD"), and **ALAN REED** (hereinafter referred to as "SUPERINTENDENT"), as duly authorized by action of the Adair County Board of Education during its monthly meeting held on June 21, 2012.

WITNESSETH:

For and in consideration of the mutual covenants and promises contained herein, the parties do hereby agree as follows:

1. TERM OF EMPLOYMENT. The Superintendent is hereby hired and retained for a term of employment of four (4) years, commencing on July 1, 2012 and continuing through June 30, 2016 as Superintendent of Schools for the Adair County School District.

2. DUTIES. The duties and responsibilities of the Superintendent shall be all those duties incident to the Office of Superintendent as imposed by Kentucky law and regulations and in keeping with Board policy and any other duties and responsibilities as may be needed from time to time as assigned to the Superintendent by the Board.

3. OUTSIDE ACTIVITIES. Superintendent shall devote his time, attention and energy to the business of the school

district.

The Superintendent and Board both recognize the advisability and on occasion 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 such meetings and for the Board to pay for the necessary fees and travel and subsistence expenses as may be approved by the Board, 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 Adair 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 function shall not be considered as part of the 240 required working days and the Board shall not pay the Superintendent's expenses involved with such functions.

4. COMPENSATION. The Board shall pay to the Superintendent a salary of $98,000.00 for the term of this Contract beginning July 1, 2012. Additionally, the Board shall pay for and provide the monthly premium cost and expenses of health, dental and

vision insurance for the benefit of the Superintendent. Additionally, the Board shall pay the monthly premium for disability insurance for the Superintendent at a cost not to exceed $110.00 per month. This salary shall be paid in bi-monthly installments on the same dates in which administrators who work twelve (12) months are paid.

The Board may adjust the salary 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 agreement shall be in the form of an amendment to this agreement but shall not be construed as having entered into a new agreement, nor shall it be deemed that the termination date has been extended. The Board shall, at least on an annual basis, conduct an evaluation of the Superintendent pursuant to Kentucky law. Additionally, if certified personnel receive salary increases, the Superintendent shall receive the same level or percentage of salary increase.

5. WORKING DAYS AND BENEFITS.

A. WORKING DAYS. It is agreed and understood that each school year from July 1st through June 30th during the term of this contract, shall consist of 240 working days. If the Superintendent elects to be away from the job for five (5) or more days consecutively, he shall notify the Board in advance. The Superintendent, shall, upon request, provide the Board with a

schedule of actual and proposed work days for the current calendar year.

B. LEAVE. The Superintendent shall accrue all leave days as authorized by Board policy for certified employees.

C. 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 his duties under this Contract, as may be determined by the Board and according to Board policy.

D. PROFESSIONAL AND CIVIC DUES. The Board recognizes the mutual benefits derived by the Superintendent and the Board by the Superintendent's membership in certain professional and civic organizations. The Board agrees to pay dues for the Kentucky Association of School Superintendents (KASS), the Kentucky Association of School Administrators (KASA), and one (1) civil club of the Superintendent's choice.

E. AUTOMOBILE EXPENSES. The Superintendent shall be reimbursed for mileage per Board policy.

F. RETIREMENT BENEFITS. The Superintendent shall have the same retirement benefits as provided certified employees under the Kentucky Teachers Retirement System and consistent with Board policy.

6. TERMINATION OF EMPLOYMENT. This agreement may be terminated as per Board policy which shall include the following:

A. By expiration according to its term;

B. Mutual agreement of the parties; and

C. Discharge for cause.

7. BOARD POLICY. The Superintendent's duties and obligations are governed by Board policy unless otherwise specifically modified hereinabove. All benefits of the Superintendent are specifically spelled out in this agreement and override any general policy which might be in existence for other employees.

8. SAVINGS CLAUSE. If during the term of this agreement, it is found that a specific clause of the agreement is illegal under federal or state law, the remainder of this agreement not affected by such a finding shall remain in full force and effect.

9. MISCELLANEOUS. 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 agent and employee of the Adair County School District, provided, the incident arose while the Superintendent was acting within the scope of his employment.

This agreement has been executed in the Commonwealth of Kentucky and shall be governed in accordance with the laws of the Commonwealth of Kentucky.

This agreement shall be executed in duplicate originals,

with one copy to be retained by the Superintendent and one copy retained by the Board.

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

IN TESTIMONY WHEREOF, the Adair County Board of Education and Superintendent have caused this Contract of Employment to be executed in their respective names, and in the case of the Adair County Board, by its Chairperson, on the day and year first above written.

BOARD OF EDUCATION OF ADAIR COUNTY

By: _____
FLOYD BURTON, Chairperson

ATTEST: _____
Secretary

_____
ALAN REED, Superintendent

COMMONWEALTH OF KENTUCKY
COUNTY OF ADAIR

SUBSCRIBED, SWORN and ACKNOWLEDGED to before me, a Notary Public, by BOARD OF EDUCATION OF ADAIR COUNTY, acting herein by and through FLOYD BURTON, its duly authorized Chairperson, for and on behalf of said Board to be its free act and deed, and by ALAN REED, to be his free act and deed, this 21st day of June, 2012.

_____
NOTARY PUBLIC, STATE AT LARGE
MY COMMISSION EXPIRES: 11-15-15