SUPERINTENDENT'S CONTRACT OF EMPLOYMENT BETWEEN SUPERINTENDENT AND THE ALLEN COUNTY BOARD OF EDUCATION

This Contract of Employment is made and entered into on this the 1st day of July, 2011, between the Allen County Board of Education ("Board") and Randall Jackson, ("Superintendent").

THE BOARD AND SUPERINTENDENT AGREE AS FOLLOWS:

1. TERM

The term of this Contract shall be from July 1, 2011 until June 30, 2015. Pursuant to KRS 170.350(4), the Board in its sole discretion, may, not later than March 1 of each year, extend this Agreement for one (1) additional year beyond the current term of employment.

2. PROFESSIONAL CERTIFICATION AND RESPONSIBILITIES OF SUPERINTENDENT

A. 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.

B. DUTIES

The Superintendent shall devote his normal business Hours to the discharge of his duties as set out by the laws of this nation and this commonwealth, the rules and regulations of the state and local Boards of education, and that failure to do so will invalidate this contract, except that he may enter into a contract with this Board in accordance with provisions of KRS 160.440.

The Superintendent will be the executive agent of the Board and will have the primary responsibility for carrying out Board policy in the district, whereas, the Board remains the primary responsibility for formulating and adopting district policy.

C. **OUTSIDE ACTIVITIES**

The Superintendent shall devote his normal business hours exclusively to the business of the school district, pursuant to KRS 160.390, except with advance written consent of the Board as set out in the Board Minutes.

3. **PROFESSIONAL GROWTH OF SUPERINTENDENT**

At the Board's expense, the Board encourages the continuing professional growth of the Superintendent through the Superintendent's participation, as he might decide in light of the Superintendent's responsibilities as Superintendent in:

A. **the operations, programs, and other activities conducted or sponsored by local, state, and national school Board and school administrator associations;**

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

C. **information meetings with other groups and persons whose particular skills or backgrounds would serve to improve the capacity of the Superintendent to perform his professional responsibilities for the Board.**

4. **COMPENSATION**

The Superintendent will be paid an annual base salary of $122,200.00 per year to be paid in equal and regular monthly installments, in accordance with the schedule of salary payments in effect for other certified employees. Also, the Superintendent shall receive an increase in his then current total salary (base salary, plus all accrued annual and experience based salary raises) equal in percentage to that received by all other certified employees on each and every July 1st for each and every year he is employed by the Board as Superintendent. Any increase in salary for the Superintendent during the life of his contract shall not be deemed either a new contract nor that the termination date of his contract, or any extension thereof, has been extended.

5. ADDITIONAL TERMS

In addition to the minimum annual raise of the salary of the Superintendent, the Board may vote to grant the Superintendent an additional merit raise.

In any event, the SUPERINTENDENT'S then current salary may not be decreased.

This salary shall be paid to the Superintendent's in regular installments, in accordance with the schedule of salary payments in effect for other certified employees.

6. OTHER BENEFITS

A. Professional Associations

The Board shall pay 100 percent of all reasonable membership charges to any professional associations in which the Superintendent feels it is necessary to maintain and improve his professional skills, as permitted by state law and as first approved by the Board.

B. Board Attorney

The Superintendent has the authority to utilize and direct the services of Board Attorney in the discharge of his duties, as herein described, except when the services of said Board Attorney would nor may conflict with the legal interests of the Board. The Board retains the authority to employ and terminate the Board Attorney.

C. Board Owned Motor Vehicle

The Board will provide a reasonable motor vehicle for the exclusive use of the Superintendent to be used during the execution of his duties as Superintendent. The Board does retain the discretion to determine the make, model, options and the frequency of trading any such vehicle.

D. Cellular Telephone/Paging Device

The Superintendent shall be provided a Board owned cellular telephone and paging device with Board contracted service to use in the execution of his duties.

E. Formal Acceptance

The Superintendent's signature is evidence of his formal acceptance of his appointment as Superintendent and his formal acceptance of the term of office.

7. EXPENSES

The Board shall reimburse the Superintendent for reasonable expenses approved by the Board and incurred by the Superintendent in the continuing performance of his duties as Superintendent.

8. ANNUAL LEAVE

The Superintendent shall be provided fifteen (15) annual leave days per fiscal year, to be used at the discretion of the Superintendent. The Superintendent may accumulate a maximum of sixty (60) unused annual leave days. Upon retirement, the Superintendent shall be paid for any unused annual leave days up to a maximum of sixty (60) days. KRS 161.540(1).

9. SICK LEAVE

The Superintendent shall be entitled to use, accumulate and be paid upon retirement any sick leave benefits allowed by state law and Board policies.

10. LEAVE FOR SUPERINTENDENT

Each school year from July 1 through June 30 will consist of 240 working days for the Superintendent. The Superintendent may observe as holidays those holidays which all other certified stall may observe. The Superintendent may take as leave, leave equal to that granted all other certified staff.

11. LOYALTY

The Superintendent shall devote all of the Superintendent's time, attention, knowledge and skills solely and exclusively to the business and interests of the Board. The Superintendent may, however, with Board approval, undertake consulting work, speaking engagements, writing, lecturing or other

activities which do not interfere with the discharge of the Superintendent's duties and responsibilities set forth in this contract. The determination of the Board as to whether such other work or activities interfere with the discharge of the Superintendent's duties and responsibilities hereunder shall be conclusive.

12. PROFESSIONAL LIABILITY

A. 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 by any party in his individual capacity or in his official capacity as an agent and employee of the Board, provided the incident arose while the Superintendent was acting within the scope of his employment and excluding criminal litigation, to the extent liability coverage is within the authority of the Board to provide under state and federal law.

B. At the sole expense of the Board, the Superintendent shall be provided his separate professional liability insurance plan in the amount of $1,000,000.00.

13. EVALUATION

A. The Board shall evaluate and assess in writing the performance of the Superintendent at lease once each year during the term of his contract and this evaluation and assessment shall be reasonably related to his duties as Superintendent and the objectives of the Board.

B. The Board shall use the evaluation form currently adopted by the Board and effective at the time of evaluation.

C. The evaluation form and procedures used each year shall be that form and those procedures that are adopted by the Board and, if and any such amended forms and procedures are hereby adopted and incorporated by reference as though stated in full.

14. TERMINATION OF EMPLOYMENT CONTRACT

The employment contract of the Superintendent, including any extension thereof, may be terminated by the Board by:

A. Mutual agreement of the parties.

B. Retirement of the Superintendent.

C. Resignation of the Superintendent.

D. Disability or death of the Superintendent.

E. Discharge for legal cause under the rules, regulations, procedures and/or laws of this commonwealth and/or the United States of America. Any such discharge shall be given in writing and the Superintendent shall be entitled to appear before the Board, in closed, executive session to discuss such causes.

i. If the Superintendent chooses to be accompanied by legal counsel at such meeting, the Superintendent shall bear any costs he incurs.

ii. Thereafter, the Superintendent shall be provided a written decision describing the results of the meeting.

15. SAVINGS CLAUSE

If, during the term of this contract, a clause or any portion of the contract is found illegal under state or federal law, the remaining portions of the contract shall remain in full force to the extent they are unaffected by the ruling of illegality.

16. **MISCELLANEOUS**

This written document represents the entire agreement of the parties. The parties are not relying upon any other terms or agreements whether oral or written.

This contract will be construed under the laws of the Commonwealth of Kentucky.

This contract may not be amended except as provided for by a public vote of the Board and then in writing as signed by both parties.

At the discretion of the Superintendent, a copy of this may be filed with the Minutes of the meeting at which this agreement was approved.

AGREED TO:

SUPERINTENDENT	**BOARD OF EDUCATION**
Randall Jackson	Darrell Calvert
RANDALL JACKSON	**DARRELL CALVERT, Chairman**
6-16-2011	6-16-2011
DATE	**DATE**

*Note: All Central Office administrators & staff were reduced (2) days beginning 12-13 school yr.

MEMORANDUM

TO: **Randall Jackson**

FROM: Randall Jackson, Superintendent

DATE: **May 9, 2012**

RE: Reduction in Responsibility and Pay

You are hereby advised that the number of days you are regularly expected to work is being decreased from 240 to 238 days for the 2012-13 school year with a corresponding reduction in salary. The specific reason for this reduction in responsibility is that the level of funding from the state has been reduced.

Randall Jackson

Randall Jackson, Superintendent

Acknowledgement

I acknowledge receipt of this memorandum.

Randall Jackson

Name

5/9/2012

Date