CONTRACT OF EMPLOYMENT

This Employment Contract is made and entered into the 12th day of March, 2012, by and between the BALLARD COUNTY BOARD OF EDUCATION (hereinafter referred to as the "Board") and CASEY ALLEN (hereinafter referred to as the "Superintendent").

THE BOARD AND SUPERINTENDENT AGREE AS FOLLOWS:

1. TERM

The Board, in consideration of the promises of Superintendent stated in this contract, employs Superintendent, and Superintendent accepts employment, as Superintendent of Schools for a term commencing on July 1, 2012, and ending on June 30, 2016. The Board may by specific action and with the consent of Superintendent extend the termination date of the existing contract to the full extent permitted by state law.

2. COMPENSATION

The initial annual salary of the superintendent shall be one hundred and ten thousand dollars ($110,000) per year, payable in equal installments. The parties shall annually agree to modification of this salary, provided the salary in each subsequent year shall be increased by an amount at least equal to the greatest percentage increase received by any certified employee on any one rank and step of the district salary schedule.

3. PROFESSIONAL CERTIFICATION AND RESPONSIBILITIES OF SUPERINTENDENT

A. CERTIFICATION: The Superintendent shall hold a valid certificate issued by the Kentucky Department of Education that qualifies the Superintendent for this position.

B. DUTIES: 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 Board and the professional advisor to the Board in all matters; shall be responsible for Board policies; shall direct and assign teachers and other employees of the schools under the Superintendent's supervision; shall organize, reorganize and arrange the administrative and supervisory staff, including instruction and business affairs, as best serves the Board subject to the approval of the Board; shall from time to time suggest regulations, rules and procedures deemed necessary for the well ordering of the school district, and in general perform all duties 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, shall promptly refer all criticisms, complaints, and suggestions called to its attention to the Superintendent for study, recommendation, or appropriate action. The Superintendent shall attend all Board meetings and all Board committee meetings.

C. WORK SCHEDULE: This contract requires the services of the Superintendent for two-hundred-forty (240) days per year. The Superintendent shall, upon request, provide the Board with a schedule of actual and proposed workdays for the current contract year

D. OUTSIDE ACTIVITIES: The Superintendent shall devote his or her time attending exclusively to the business of the school district, pursuant to KRS 160.390. The Superintendent shall not engage in outside employment without advance written and specific consent of the Board set out in the Board minutes. The Superintendent may engage in outside activities that are related to the performance of his duties, so long as the activities do not constitute employment or contracted services, and do not interfere with the performance of his duties as Superintendent

4. PROFESSIONAL GROWTH OF SUPERINTENDENT

The Board encourages the continuing professional growth of the Superintendent through his participation, as he or might decide in light of his responsibilities as Superintendent, in:

A. the operations, programs and other activities conducted or sponsored by local, state and national school administrator and school board associations;
B. seminars and courses offered by public or private educational institutions; and
C. informational meetings with other persons whose particular skills or backgrounds would serve to improve the capacity of Superintendent to perform his professional responsibilities for the Board.

In its encouragement, the Board shall permit a reasonable amount of release time for Superintendent to attend to such matters and shall pay for the necessary fees for travel and subsistence expenses, as approved by the Board in the annual budget.

5. BENEFITS

A. The Superintendent shall be entitled to all the benefits applicable to twelve (12) month administrative employees (240 days) as are incident to their employment relationship with the school district, including but not limited to, emergency leave, leave for jury duty, personal leave and sick leave and benefits, and other forms of insurance protection, retirement program, choice of tax-sheltered annuities, and other administrative employee benefits.
B. The Board shall pay 100 percent (pro-rated) of Superintendent's dues to KASS and KASA, in which the Superintendent feels it is necessary to maintain and improve his or her professional skills, permitted by State law and as approved by the Board in the annual budget.

C. The Superintendent shall be entitled to twenty days of leave per year for illness. All days not used in any year shall accumulate without limit, and shall be considered sick leave, subject to all board policies that apply to sick leave for other personnel.

D. Deductions for absence for which pay is not allowed shall be made in an amount equal to 1/240th of Superintendent's annual salary per day of absence.

E. The Board shall reimburse Superintendent for his contribution to the Kentucky Teacher Retirement System.

F. The Board shall provide, at its expense, term life insurance, payable to the Superintendent's beneficiaries, in an amount equal to the Superintendent's annual salary.

G. The Board shall provide the Superintendent an automobile for use while carrying out his duties as Superintendent.

6. EXPENSES

The Board shall pay or reimburse Superintendent for reasonable expenses approved by the Board and incurred by Superintendent in the continuing performance of his or her duties under this Employment Agreement.

7. RESIDENCE AND MOVING EXPENSES

The Board requires that the Superintendent establish residency within the school district as soon as practicable after the beginning of his term. In consideration of this requirement, and of the costs of sale and purchase of his residence, and moving expenses, the Board shall make a one-time payment to the Superintendent in the amount of thirty-five thousand dollars ($35,000) upon his execution of a contract for the purchase of a residence within the school district. Should the Superintendent resign or otherwise leave employment as Superintendent prior to the expiration of this contract, he shall repay the appropriate pro-rata portion of this amount to the Board.

8. PROFESSIONAL LIABILITY

A. The Board agrees that it shall defend Superintendent from any and all demands, claims, suits, actions and legal proceedings brought against Superintendent in his individual capacity, or in his official capacity as 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 school board to provide under State law.

B. If in the good faith opinion of the Superintendent a conflict exists regarding the defense of a claim between the legal position of the Superintendent and the legal position of Board, the Superintendent may engage counsel in which event the Board shall be responsible for the cost of legal defense as permitted by State law. The Board shall not, however, be required to pay

any costs of any legal proceedings in the event the Board and the Superintendent have adverse interests in the litigation.

9. GOALS AND OBJECTIVES

On or prior to the execution of this contract, the parties shall meet to establish Board goals and objectives for the ensuing school year. The goals and objectives shall be reduced to writing and be among the criteria by which the Superintendent is evaluated. On or prior to June 30 of each school year, the parties will meet to establish Board goals and objectives for the next succeeding school year, in the same manner and with the same effect.

10. EVALUATION

The Board shall evaluate and assess in writing the performance of the Superintendent at least once a year during the term of this contract. This evaluation and assessment shall be reasonably related to the position description of the Superintendent and the goals and objectives of the Board for the period in question. The Superintendent shall submit to the Board a recommended format for this written evaluation and assessment. The Board shall meet and discuss this evaluation format with the Superintendent, attempting in good faith to agree on the development and adoption of a mutually agreeable evaluation format.

11. TERMINATION OR RENEWAL OF EMPLOYMENT CONTRACT

This Employment Contract may be terminated by:

A. Mutual agreement of the parties.
B. Retirement of Superintendent.
C. Disability or Death of Superintendent.
D. DISCHARGE FOR CAUSE: Discharge for cause shall constitute conduct that is seriously prejudicial to the Board, including but not limited to neglect of duty or breach of contract. Notice of discharge for cause shall be given in writing and the Superintendent shall be entitled to appear before the Board to discuss such causes. If the Superintendent chooses to be accompanied by legal counsel at such meeting, he or she shall bear any costs involved. The meeting shall be conducted in closed, executive session. Superintendent shall be provided a written decision describing the results of the meeting.

Within thirty (30) days after the first date permitted for renewal of this contract pursuant to state law, the Board shall renew the contract, or shall notify the Superintendent of its intent not to renew the contract. The Board shall fairly consider releasing the Superintendent from this contract should the Superintendent receive an opportunity for professional advancement.

12. SEVERABILITY

If, during the term of this agreement, a specific clause of the agreement is determined to be illegal under state or federal law, the remainder of the agreement not affected by such a ruling shall remain in force.

AGREE TO:

SUPERINTENDENT

BALLARD COUNTY BOARD
OF EDUCATION

Kim Terrell

CHAIRMAN