-CONTRACT OF EMPLOYMENT-

SUPERINTENDENT, BARDSTOWN INDEPENDENT PUBLIC SCHOOLS

FOR PERIOD 07/01/13 ENDING 07/01/17

(See attached addendum for amendments June 17, 2014, 2 pages)

THIS CONTRACT, made and entered into this 18 day of June, 2013, by and between the BARDSTOWN INDEPENDENT BOARD OF EDUCATION, of Bardstown, Kentucky, party of the first part, and BRENT AUSTIN HOLSCLAW, of Bardstown, Kentucky, party of the second part, WITNESSETH:

For and in consideration of the mutual promises, covenants and agreements set out herein and subject to the conditions hereof, first party does hereby employ second party as Superintendent of the Bardstown Independent School System. IT IS MUTALLY CONTRACTED, COVENANTED AND AGREED by and between the parties hereto as follows:

1. The employment by first party of second party as Superintendent of the Bardstown Independent School District shall be for a period of four (4) years, beginning July 1, 2013, and extending through midnight June 30, 2017.

    a. The superintendent agrees to devote time, skill, labor and attention necessary to perform well and faithfully the duties of Superintendent and executive agent and professional advisor to the Board, as set out by law, regulation, policy and this contract.

    b. The Superintendent shall furnish throughout the term of this contract a valid and appropriate license, issued by the certification authority in Kentucky, to act as superintendent.

    c. The Superintendent shall make all reasonable efforts to secure capable and qualified candidates for all available positions in the district, which are subject to appointment by the Superintendent.

2. Second party shall be paid a salary as Superintendent, as follow:

a. For school year 2013-14, which begins on July 1, 2013 and ends midnight June 30, 2014, the salary shall be equal to the salary of the immediate preceding school year plus the average annual percentage increase for all certified staff, if any, from school year 2012-13 to school year 2013-14. For the remaining three years of this Contract of Employment, namely those which begin on July 1, 2014, July 1, 2015, and July 1, 2016, the salary for each year shall be equal to the salary of the immediate preceding school year, plus an amount equal to the average annual percentage increase, if any, for all certified staff.

b. Payment to second party of this salary shall be in twelve equal monthly installments annually unless determined otherwise by mutual agreement of first and second parties.

3. First party shall pay to the second party, or on his behalf, whatever sums of money shall be necessary to secure for the second party the hereinafter set out benefits:

a. Health insurance under a family health insurance group plan among the plans which are available to other professional employees of the school district (– see addendum for amendment)
b. Payment of annual premium for term life insurance, which is mutually agreeable to both parties not to exceed $760 annually.
c. Payment of the district's dental insurance for second party and members of his immediate family (wife and children) annually (July 1 – June 30).
d. Payment of professional dues owed by second party for KSBA, KASS and KASA.
e. Payment of an automobile expense of $750.00 per month, to be include in superintendent's salary. (– see addendum for amendment)
f. Payment of dollar for dollar matching contribution as provided by federal law to a Tax Sheltered Annuity Plan of the second party's choice to a maximum of five hundred dollars monthly. Such matching contributions shall continue for the duration of this Contract of Employment, or until second party shall discontinue his own payment plan.

g. The number of days worked annually by the second party for each year under this contract shall be 240. The second party shall receive annual leave days per board policy as other certified employees. Unused annual leave days will be compensated for upon retirement according to local board policy at the time of retirement.

h. The second party shall be entitled to the same cell phone benefits as provided to district administrators.

(See Addendum for contract extension provision.)

IN TESTIMONY WHEREOF, witness the signatures of the parties hereto this _____ day of _____, 2013.

BARDSTOWN INDEPENDENT BOARD OF EDUCATION

BY:_____CHAIRPERSON

FIRST PARTY

BY:_____

BRENT AUSTIN HOLSCLAW

SECOND PARTY

AMENDMENT AND ADDENDUM TO CONTRACT OF EMPLOYMENT

SUPERINTENDENT, BARDSTOWN INDEPENDENT PUBLIC SCHOOLS

THIS AMENDMENT AND ADDENDUM TO CONTRACT OF EMPLOYMENT is made and entered into this 17th day of June, 2014, by and between the BARDSTOWN INDEPENDENT BOARD OF EDUCATION, of Bardstown, Kentucky, party of the first part, and BRENT AUSTIN HOLSCLAW, of Bardstown, Kentucky, party of the second part, WITNESSETH:

For and in consideration of the mutual promises, covenants and agreements set out herein and subject to the conditions hereof, the parties by mutual agreement hereby alter the terms of the CONTRACT OF EMPLOYMENT previously entered into between the parties on June 18, 2013, as follows:

1. Paragraph 2a. of the CONTRACT OF EMPLOYMENT is hereby deleted and replaced with the following provision:

   > For school year 2014-15, which begins on July 1, 2014 and ends midnight June 30, 2015, the salary of the Superintendent shall be One-Hundred-Forty-Two-Thousand-Five-Hundred-Eighty Seven Dollars ($142,587.00). The salary for each subsequent year of employment shall be equal to the salary of the immediate preceding school year, plus an amount equal to the average annual percentage increase, if any, for all certified staff, as reflected on the board-adopted salary schedule. In no event shall the salary be less than the amount stated above.

2. Paragraph 3a. and 3e. of the CONTRACT OF EMPLOYMENT are hereby deleted and not replaced or amended.

3. A new paragraph, enumerated as Paragraph 4, is hereby added to the CONTRACT OF EMPLOYMENT, to read as follows:

> Pursuant to KRS 160.350(4), in any year during the pendency of the CONTRACT OF EMPLOYMENT, the board may extend the contract of the Superintendent for one (1) additional year beyond the current term of employment. If the board chooses to exercise this option, it shall do so no later than June 30th of any year, in a public meeting of the board.

THIS AMENDMENT AND ADDENDUM TO CONTRACT OF EMPLOYMENT adopted on June 17, 2014, by vote of the board, as evidenced by Agenda Item 7. in the minutes of said meeting.

IN TESTIMONY WHEREOF, witness the signatures of the parties hereto this _____ day of _____, 2014.

BARDSTOWN INDEPENDENT BOARD OF EDUCATION

BY:_____CHAIRPERSON

FIRST PARTY

BY:_____

BRENT AUSTIN HOLSCLAW

SECOND PARTY

********* for LOC: 001 ORG: 0011075

Emp #	Employee Name	Obj	Proj	Pay	Type	Rate	Hours	Amount
004448	B. HOLSCLAW	0110		125	CRTAUGNM	.0000	0.00	69,745.00
		0111		126	CRTEXAUGNM	.0000	0.00	19,767.30
		0112		127	CRTESAUGNM	.0000	0.00	35,335.75
		0290		850	AUTO	.0000	0.00	9,000.00
		0290		851	BD DNTL	10.6575	8.00	1,023.12
		0290		875	BD HEALTH	80.3725	8.00	7,715.76
								142,586.93

Org emp count: 0001
Loc emp count: 0001
Tot emp count: 0001

** END OF REPORT - Generated by Peggy Johnson **