SUPERINTENDENT'S CONTRACT

THIS AGREEMENT is entered into this April 18, 2012, by and between the Board of Education of Breckinridge County Kentucky (hereinafter "Board"), and Janet Meeks (hereinafter "Superintendent").

- W I T N E S S E T H -

WHEREAS, this Agreement is made in accordance with and contingent upon the action of the Board as taken at a special meeting held on April 18, 2012, whereby the Board voted to employ Janet Meeks as Superintendent of the Breckinridge County School District in accordance with the provisions set forth herein; and

WHEREAS, the parties agree that the Superintendent shall perform the duties of the Superintendent of the Breckinridge County School District ("District") as prescribed by the laws of the Commonwealth of Kentucky and by the policies and procedures of the Board of Education of Breckinridge County, Kentucky.

NOW THEREFORE, the Board and Superintendent agree as follows:

1. Term: The term of this Agreement shall commence on July 1, 2012, and terminate on June 30, 2016, unless terminated sooner under the provisions of paragraph 5 of this Agreement. The Board shall take action and notify the Superintendent in writing no later than April 1, 2016, concerning the renewal or non-renewal of this Agreement. The Board may in accordance with KRS 160.350(4) extend the Agreement for one (1) additional year beyond the current term.

2. Professional Certification and Responsibilities of Superintendent:

a. Certification: The Superintendent shall furnish throughout the life of this Agreement a valid and appropriate certificate to act as superintendent in the Commonwealth of Kentucky.

b. Contract Days: This Agreement requires the services of the Superintendent for two hundred forty (240) days per year.

c. Duties: The Superintendent agrees to perform well and faithfully the duties of superintendent and to serve as chief executive agent of the Board, having such powers and duties as may be prescribed by law or by the Board from time to time. It is understood and agreed that the Superintendent, as chief executive officer of the Board, shall be in charge of District affairs, and the Board, individually and collectively, will refer matters before the Board to the Superintendent for study and recommendation. However, this referral shall not prevent the Board from taking action on matters before the Board if the Board desires.

d. Outside Activities: The Superintendent agrees to devote the Superintendent's time, skill, labor and attention to said employment during the term of this Agreement. However, the Superintendent, with the prior approval of the Board, may undertake consultative work, speaking engagements, writing, lecturing, or other professional duties and obligations which do not impede or conflict with the Superintendent's duties. The Superintendent, with prior written Board approval and in the Board's sole discretion, may be allowed time to further the Superintendent's formal

education at a recognized college or university without loss of pay or annual leave during the months when school is not in session at the Superintendent's sole expense.

3. Compensation and Fringe Benefits:

a. Salary: The annual salary paid to the Superintendent during the first year of this Agreement shall be One Hundred Twelve Thousand Five Hundred Dollars ($112,500), to be paid in equal monthly installments on the same pay schedule as all other certified employees. The salary in each subsequent year shall not be less than the salary paid in the preceding year, and the Superintendent shall receive in each subsequent year the same annual District average percent increase provided by the Board to other certified employees of the District.

b. Insurance: The Board shall provide the Superintendent with the following benefits: The Board shall pay the monthly premium for supplemental health/life insurance policy in an annual amount not to exceed $1,000. The Board shall pay the monthly premium for a family dental plan in an annual amount not to exceed $1,200.

c. Annual Leave: The Superintendent shall receive twenty (20) days of paid annual leave per year pursuant to KRS 160.291(4). Pursuant to KRS 161.540(1), the Superintendent may accumulate a maximum of thirty (30) days of unused annual leave to be considered as part of the Superintendent's compensation package. The Superintendent may cash in any unused annual days yearly not to exceed ten (10) days, if she so wishes. The Superintendent will show documentation of days used to the Board upon request.

d. Sick and Personal Days: The Superintendent shall be entitled to ten (10) days of paid leave per year for illness, which may accumulate without limit, three (3) paid days per year for personal reasons, and three (3) days per year for emergency leave as defined by Board policy not to be deducted from sick leave.

e. Retirement Benefits: The Board shall reimburse the Superintendent for her required contribution to the Kentucky Teachers' Retirement System (KTRS) or shall pay for her benefit the required contribution directly to KTRS at the Superintendent's election.

f. Expenses: The Board shall provide the Superintendent with a travel allowance of $800 per month, plus reimbursement for Board-related travel outside the District in accordance with Board policy.

g. Professional Meetings: The Superintendent may attend appropriate professional meetings and conferences at the local, regional, and state level and one (1) national level event annually at the Superintendent's choice to be approved by the Board in advance. The Board shall reimburse the Superintendent for actual expenses incurred in carrying out the Superintendent's professional activities when an authorized statement is submitted to and approved by the Board. In consideration of the irregular work schedule and significant time demands of the office of Superintendent, the Board shall reimburse the cost of the Superintendent's spouse accompanying the Superintendent one time per year to a professional activity attended by the Superintendent.

h. Technology Reimbursement: The Board shall provide the Superintendent with a cellular phone service and home internet service.

4. Annual Evaluation: The Board shall annually provide the Superintendent with an evaluation pursuant to KRS 156.101 and 704 KAR 3:345, with periodic opportunities to review and discuss Superintendent/Board relationships and the Superintendent's personnel records and performance at reasonable times as set by the Board.

5. Termination of Employment Agreement:

a. Mutual Agreement: The parties may terminate this Agreement by mutual agreement evidenced in writing by both parties.

b. For Cause: The Parties recognize the authority of the Board to discharge the Superintendent from her position for cause as set forth under state or federal law or other Board policies or regulations.

The parties additionally acknowledge and recognize that the Superintendent is viewed by students, teachers, administrators and the community as a role model and that as such the Board expects the Superintendent not to violate any statutory law regarding the use of intoxicating beverages, controlled substances, or any other conviction of a statutory criminal offense with the exception of routine traffic violations. To the extent that the Superintendent is convicted of any such offense under any court in any state of competent jurisdiction, the Board may by a four-fifths (4/5) vote of its members discharge the Superintendent from her employment without any further obligation to compensate her or provide other benefits under this Agreement.

The Superintendent by execution of this Agreement acknowledges and understands that this provision holds her to a stricter standard of conduct than otherwise

provided by law, and she voluntarily waives any defense she might otherwise have at law as to the Board's authority to terminate her employment under this provision. She further waives any and all claims for any relief that she may have arising from the Board's action under this provision. It is clearly understood that the Board's remedy under this section is established as a contractual right to which the Superintendent voluntarily agrees.

c. Death: The Superintendent's death shall terminate this Agreement and shall terminate the Superintendent's rights to all salary, compensation, and fringe benefits effective as of the date of such death.

d. Permanent Disability: The Superintendent shall be deemed to be "permanently disabled" or shall be deemed to be suffering from a "permanent disability" under the provisions of this Agreement if a physician selected by the Board provides a written opinion that the Superintendent will be permanently (or for a continuous period of 12 calendar months) unable to substantially perform the usual and customary duties of the Superintendent's employment. During any period in which the Superintendent is unable to substantially perform the usual and customary duties of her position but is not "disabled" under this subsection, she shall be entitled to utilize accumulated sick leave, but the Board shall have no further obligation to her. In the event the Superintendent becomes "permanently disabled" then her employment and all rights to compensation and fringe benefits shall terminate effective as of the date of such disability determination.

6. Indemnity: The Board agrees that to the extent insurance or similar coverage is afforded to the Board, the Board shall defend, hold harmless, and indemnify the Superintendent from all demands, claims, suits, actions, and legal proceedings

brought against the Superintendent in her individual capacity or in her official capacity as agent and employee of the District provided same arose while the Superintendent was acting within the scope of her employment. If in the good faith opinion of the Superintendent a conflict exists regarding the defense to such claim between the legal position of the Superintendent and the legal position of the Board and/or District, the Superintendent may engage counsel in which event the District shall indemnify the Superintendent for the cost of the legal defense to the extent that insurance or similar coverage is afforded to cover same.

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

WITNESS OUR HANDS the day and date first above written.

By: Janet Meeks
Janet Meeks, Superintendent

Board of Education of Breckinridge County, Kentucky

By: Vanessa Lucas
Vanessa Lucas, Chairperson