SUPERINTENDENT'S CONTRACT BETWEEN

JAY SIMMONS

AND THE

CARLISLE COUNTY BOARD OF EDUCATION

This employment contract is made and entered into this 10th day of April, 2014 between the **Carlisle County Board of Education ('District") and Jay Simmons ("Superintendent").**

The District and Superintendent agree as follows:

1. TERM

   District, in consideration of promises of Superintendent stated in this contract, employs Superintendent, and Superintendent accepts employment as Superintendent of Schools for a term commencing on July 1, 2014; and ending on June 30, 2018. This is a 240 day annual contract. The District may by specific action and with the consent of the Superintendent extend the termination date of the existing contract to the full extent permitted by state law.

2. PROFESSIONAL CERTIFICATION AND RESPONSIBILITIES OF SUPERINTENDENT

   A. Certification: Superintendent shall hold a valid certificate issued by the Education Professional Standards Board that qualifies the Superintendent for this position and maintains said certification. Refer to board policy 2.11
   B. DUTIES: The superintendent serve as the Chief Executive Officer and fulfill the duties of superintendent as required by the District and all applicable laws, regulations, policies, and guidelines. Refer to board policy 2.12
   C. OUTSIDE ACTIVITIES: The Superintendent shall devote his 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 District set out in Board minutes

3. PROFESSIONAL GROWTH OF SUPERINTENDENT

   District encourages the 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 administrator and school board associations, the District over this

contract will provide up to $5000 for the Superintendent to attend national conferences such as AASA National Conference on Education, amount exceeding $5000 for national conference requires prior approval of the board chairman;

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 the Superintendent to perform his or her professional responsibilities for the District.

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

4. Compensation and Benefits

A. Salary: The District shall pay Superintendent in FY 2015 the amount of $96,000. Each succeeding year, the Superintendent salary shall increase as listed: FY 16 - $96000, FY 17 - $98000 and FY 18 - $100000.
B. Each month the District shall deposit on behalf of the Superintendent $100 in either a KY Deferred Compensation account for Superintendent or in a product offered by the cafeteria plan offered by the District with American Fidelity. The Superintendent shall elect the option.
C. District shall pay 100% of the Superintendent's dues to maintain membership in KASS, KASA, including educator's liability insurance and Bardwell Lions Club.
D. Superintendent is entitled to benefits provided to all certified employees as listed in chapter 3 of the board policy manual. This includes but is not limited to vacation days (10), sick days, personal days, and insurance.
E. District shall pay Superintendent expenses for reasonable expenses approved by the District and incurred by the Superintendent in the continuing performance of his duties under this Employment Agreement.

5. PROFESSIONAL LIABILITY

A. District 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 District, provided the incident arose while 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 good faith opinion of the Superintendent a conflict exists regarding the defense of a claim between the legal position of Superintendent and legal position of the

District, the Superintendent may engage counsel in which event the District shall be responsible for the cost of legal defense as permitted by state law. The District shall not, however, be required to pay any costs of any legal proceedings in the event the District and Superintendent have adverse interests in the litigation.

6. EVALUATION

The Superintendent shall be evaluated annually. Refer to board policy 2.14. At which time the Superintendent shall present his annual goals and objectives to the District.

7. TERMINATION OF EMPLOYMENT CONTRACT

This Employment Contract may be terminated by:

A. Mutual agreement of both parties of notice by Superintendent to resign a notice period not to exceed 60 days.
B. Retirement of Superintendent
C. Disability or death of Superintendent
D. Dismissal for cause, refer to board policy 2.1314

This contract of employment is agreed upon by the District and the Superintendent this 10th day of April, 2014.

Jay Simmons
Superintendent

Brian Grogan
Board Chairman