

SUPERINTENDENT'S CONTRACT

THIS SUPERINTENDENT'S CONTRACT, made and entered into this 23 day of MAY, 2013, by and between the ELIZABETHTOWN BOARD OF EDUCATION, hereinafter referred to as "the Board," and JONATHAN NEIL BALLARD, hereinafter referred to as "Ballard."

EMPLOYMENT

The Board hereby employs, engages, and hires Ballard as Superintendent of the Elizabethtown Independent Schools, and Ballard hereby accepts such hiring, engagement, and employment. Ballard shall perform his duties as Superintendent, subject to the direction of the Board, and his duties shall include those that are customarily performed by one holding such a position.

BEST EFFORTS OF BALLARD

Unless otherwise agreed by the Board by an Addendum attached to this Contract, Ballard shall devote himself exclusively to the discharge of his duties as Superintendent as set out by the laws, rules, and regulations of the State Board of Education, and the said Elizabethtown Board of Education, and that his failure to do so will be grounds for termination of this contract.

TERMS OF EMPLOYMENT

The term of this Contract shall be for a period commencing on July 1, 2013, and terminating on June 30, 2017, subject to prior termination as provided herein.

COMPENSATION OF BALLARD

Beginning July 1, 2013 through June 30, 2017, the Board shall pay Ballard compensation at an annual rate of \$115,000.00 plus a percentage increase equal to the same percentage increase received by the certified employees of the Elizabethtown Independent School District from the previous year as of July 1, 2014.

Chairman's Initials ML
Superintendent's Initials JNB

ADDITIONAL BENEFITS

1. The Board agrees to furnish a mid-sized automobile and all maintenance, and operating expenses associated therewith for use by Ballard for all travel inside Kentucky including personal travel within said state, and in addition, for all outside Kentucky travel where said travel is associated with his duties hereunder. The Board shall not furnish any operating expense for said vehicle for purely personal use outside Kentucky.

2. The Board shall furnish a credit card to Ballard for Ballard's use of the aforementioned vehicle.

3. Subject to Board pre-approval on each and every expense incurred, the Board shall reimburse Ballard's actual expenses in his attending any conventions, meetings, etc., directly associated with his duties hereunder. Further, subject to Board approval, Ballard will be reimbursed for reasonable expenses incurred in entertaining visitors to and guests of the Elizabethtown School System.

4. The Board shall allocate and transfer an amount of the Superintendent's salary as he may designate per year, permitting Ballard to participate in a tax-deferred annuity program of his choosing.

5. Ballard shall be entitled to all the fringe benefits provided to certified staff under Board Policy.

GENERAL PROVISIONS

Ballard shall maintain active membership in the Elizabethtown Rotary Club, the Kentucky Association of School Administrators, and the Kentucky Association of School Superintendents with dues for said organizations to be paid by the Board.

The Board shall devote one or more executive session(s), to the evaluation of Ballard and a discussion of the working relationships between the Superintendent and the Board.

Ballard shall furnish throughout the life of this contract a valid and appropriate certificate to act as Superintendent of Schools in the Commonwealth of Kentucky, otherwise this Contract is null and void.

If, during the term of this contract it is found that a specific clause of this contract is illegal in federal or state law, the remainder of the contract not affected by such a ruling shall remain in force.

Chairman's Initials ML
Superintendent's Initials JB

HEALTH BENEFITS

The Superintendent shall receive health insurance and leave benefits on the same basis as other certified employees of the district. The Board will contribute to an Employee Family Health Plan selected by the Superintendent, with the Board's contribution not to exceed \$470.00 per month.

RETIREMENT PROGRAM

The Superintendent shall participate in and be a member of the Kentucky Teacher Retirement System (KTRS). The Board will reimburse Ballard his employee portion paid to KTRS, currently 10.855%. If the employee portion required by KTRS increases to a rate of greater than 10.855% during the term of this contract, the Board will reimburse Ballard for the increased rate.

TERMINATION

That this Agreement shall terminate at the conclusion of the term set out within and may be terminated before that date by:

- a. Mutual agreement of the Parties;
- b. Death, disability or retirement of the Superintendent; or
- c. Discharge of the Superintendent for cause as permitted by law.

LEGAL REPRESENTATION

a. In the event Superintendent Ballard should need legal representation concerning any legal matter arising out of his employment as Superintendent not otherwise covered under any insurance policies with the Board, the Board of Education agrees to provide the cost of said legal representation. It is agreed that Ballard shall have the discretion to choose said legal representation, and the fee arrangement, subject to approval by the Board before said representation is undertaken.

b. Subsection a. shall not apply, and the Board will not provide the cost of legal representation, in the following situations: i) allegations of criminal activity on the part of Superintendent Ballard; and ii) litigation initiated by Superintendent Ballard against the Board or any of its individual members.

This contract is executed by Anthony Kuklinski, Chairman of the Board, pursuant to a resolution duly adopted by the Board on the 23 day of MAY, 2013.

Chairman's Initials AK
Superintendent's Initials B

WITNESS the hands of the parties on the date first above stated:

ELIZABETHTOWN BOARD OF EDUCATION

[Handwritten signature of Anthony Kuklinski]

ANTHONY KUKLINSKI, CHAIRMAN

[Handwritten signature of Jonathan Neil Ballard]

JONATHAN NEIL BALLARD

STATE OF KENTUCKY
COUNTY OF HARDIN

SUBSCRIBED, SWORN AND ACKNOWLEDGED to before me by ANTHONY KUKLINSKI, Chairman, Elizabethtown Board of Education, this the 23 day of May, 2013.

[Handwritten signature: Lora C. Wade 431558]

NOTARY PUBLIC

My Commission Expires: 01-03-15

STATE OF KENTUCKY
COUNTY OF HARDIN

SUBSCRIBED, SWORN AND ACKNOWLEDGED to before me by JONATHAN NEIL BALLARD, this 23 day of May, 2013.

[Handwritten signature: Lora C. Wade 431558]

NOTARY PUBLIC

My Commission Expires: 01-03-15

Chairman's Initials *AK*
Superintendent's Initials *JNB*