SUPERINTENDENT'S CONTRACT OF EMPLOYMENT BETWEEN SUPERINTENDENT AND THE ESTILL COUNTY BOARD OF EDUCATION

This Contract of Employment is made and entered into on this the **5th** day of **January, 2009**, by and between the Estill County Board of Education ("Board") and **Bert Hensley** ("Superintendent").

THE BOARD AND SUPERINTENDENT AGREE AS FOLLOWS:

1. TERM

The Board, in consideration of the promises of the Superintendent stated in this contract, employs the Superintendent as Superintendent of Schools for a term beginning the **1st** day of **July, 2009** and ending the **30th** day of **June, 2013**. The Board may by specific action and with the consent of the Superintendent further extend the termination date of the Superintendent's contract to the full extent permitted by the state law pursuant to KRS 160.350(4).

2. PROFESSIONAL CERTIFICATION AND RESPONSIBILITIES OF SUPERINTENDENT

A. CERTIFICATION

The Superintendent shall hold a valid certificate which qualifies the Superintendent to hold the position of Superintendent and shall hold such certification throughout the period of employment as Superintendent.

B. DUTIES

The Superintendent shall devote his normal business hours to the discharge of his duties as set out by the laws of this Nation and this Commonwealth, the rules and regulations of the state and local Boards of Education, and that failure to do so will invalidate this contract, except that he may enter into a contract with this Board in accordance with the provision of KRS 160.440.

The Superintendent will be the executive agent of the Board and will have the primary responsibility for carrying out Board policy in the district, whereas, the Board retains the primary responsibility for formulating and adopting district policy.

C. OUTSIDE ACTIVITIES

The Superintendent shall devote his normal business hours exclusively to the business of the school district, pursuant to KRS 160.390, except with advance written consent of the Board as set out in the Board minutes.

3. PROFESSIONAL GROWTH OF SUPERINTENDENT

At the Board's expense, the Board encourages the continuing 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 Board and school administrator associations;

B. Seminars and courses offered by public or private educational institutions; and,

C. Informational meetings with other groups and persons whose particular skills or backgrounds would serve to improve the capacity of the Superintendent to perform his or her professional responsibilities for the Board.

4. COMPENSATION

A. SALARY

The Superintendent will be paid an annual base salary of **$112,500** per year to be paid in equal and regular monthly installments, in accordance with the schedule of salary payments in effect for other certified employees. Also, the Superintendent shall receive an increase in his then current total salary (base salary, plus all accrued annual and experience based salary raises) equal in percentage to that received by all other certified employees on each and every July 1st for each year he is employed by the Board as Superintendent. Any increase in salary for the Superintendent during the life of his contract shall not be deemed either a new contract nor that the termination date of his contract or any extension thereof, has been granted.

B. ADDITIONAL TERMS

In addition to the minimum annual raise of the salary of the Superintendent, the Board may vote to grant the Superintendent an additional merit raise.

In any event, the Superintendent's then current salary may not be decreased.

This salary shall be paid to the Superintendent in regular installments, in accordance with the salary payments in effect for other certified employees.

C. WAIVER OF SUPERINTENDENT'S PRESENCE

Pursuant to KRS 160.370, the Board hereby waives the Superintendent's presence at any and all meetings of the Board when the Superintendent's tenure, salary and/or administration of his office is under consideration unless a majority of the Board votes in open session to request the Superintendent to leave the meeting during the consideration of his tenure, salary and/or administration of office.

5. OTHER BENEFITS

A. BENEFITS

The Superintendent shall be entitled to any and all other legally permissible benefits, including health and dental insurance, applicable to certified and twelve (12) month administrative employees as are incident to their employment relationships with the Board.

B. PROFESSIONAL ASSOCIATIONS

The Board shall pay 100 percent of all reasonable membership charges to any professional associations in which the Superintendent feels it is necessary to maintain and improve his professional skills, as permitted by state law and as first approved by the Board.

C. BOARD ATTORNEY

The Superintendent has the authority to utilize and direct the services of Board Attorney in the discharge of his duties, as herein described, except when the services of said Board Attorney would or may conflict with the legal interests of the Board. The Board retains the authority to employ and terminate the Board Attorney.

D. BOARD OWNED MOTOR VEHICLE

The Board will provide a reasonable motor vehicle for the exclusive use of the Superintendent to be used during the execution of his duties as Superintendent. The Board does retain the discretion to determine the make, model, options and the frequency of trading any such vehicle.

E. CONTRACT EXTENSION

After the completion of the Superintendent's first contract or after four (4) years, whichever comes last, the Board may, no later than June 30, extend the contract of the Superintendent for one (1) additional year beyond the current term of employment pursuant to KRS 160.350(4).

F. CELLULAR TELEPHONE/PAGING DEVICE

The Superintendent shall be provided a Board owned cellular telephone and paging device with Board contracted service to use in the execution of his duties.

G. FORMAL ACCEPTANCE

The Superintendent's signature is evidence of his formal acceptance of his appointment as Superintendent and his formal acceptance of the term of office.

6. EXPENSES

The Board shall reimburse the Superintendent for reasonable expenses approved by the Board and incurred by the Superintendent in the continuing performance of his duties as Superintendent.

7. ANNUAL LEAVE

The Superintendent shall be provided **10** annual leave days per fiscal year, to be used at the discretion of the Superintendent. The Superintendent may accumulate a maximum of **10** unused annual leave days per fiscal year. Upon retirement, the Superintendent shall be paid for any unused annual leave days up to a maximum of **40** days. KRS 161.540(1)

8. SICK LEAVE

The Superintendent shall be entitled to use, accumulate and be paid upon retirement any sick leave benefits allowed by state law and Board Policies.

9. SUPERINTENDENT'S SPOUSE

Should the Superintendent's spouse be employed by the Board, his spouse shall be granted paid leave, up to a maximum of five (5) days per fiscal year to accompany the Superintendent to educational or professional meetings. Further, the Board shall pay all reasonable expenses allowed by law and Board Policy for the spouse's expenses. These days for the spouse shall not accumulate from fiscal year to fiscal year.

10. LEAVE FOR SUPERINTENDENT

Each school year from July 1 through June 30 will consist of 240 working days for the Superintendent. The Superintendent may observe as holidays those holidays which all other certified staff may observe. The Superintendent may take as leave, leave equal to that granted all other certified staff.

11. OUTSIDE EXPENSES

The Superintendent may, with the express consent of the Board, serve as a consultant to other districts or educational agencies, or engage in writing and speaking activities, so long as such activities do not interfere with the Superintendent's duties to this district and are of short terms.

If the Superintendent is compensated for outside activities by an agency other than this Board, the time involved for such functions will be considered as his leave, or leave without pay if he does not then have leave time available, and this Board will not pay the Superintendent's salary or expenses for the activity.

12. PROFESSIONAL LIABILITY

A. The Board agrees that it shall defend, hold harmless and indemnify the Superintendent from any and all demands, claims, suits, actions and legal proceedings brought against the Superintendent by any party in his individual capacity or in his official capacity as an 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 Board to provide under state and federal law.

B. If in the good faith discretion of the Superintendent a legal conflict exists regarding the defense of a claim between the legal position of the Superintendent and the legal position of the Board, the Superintendent may engage separate counsel of his preference in which event the Board shall be responsible for and indemnify the Superintendent for the costs of his legal defense as permitted by state and federal law, to the extent such separate counsel and litigation expenses are not covered by insurance. Any separate counsel chosen by the Superintendent shall first be sought through any applicable insurance policies of the Board.

13. EVALUATION

A. The Board shall evaluate and assess in writing the performance of the Superintendent at least once each year during the term of his contract and this evaluation and assessment shall be reasonably related to his duties as

Superintendent and the objectives of the Board. Each evaluation shall be conducted without the Superintendent in closed, executive session.

B. The Board shall use the evaluation for attached as Exhibit "A" and after each evaluation has been completed and signed by the Board, the Board shall meet in closed, executive session with the Superintendent to discuss his evaluation, at which time the Superintendent shall be given a copy of his evaluation.

C. The evaluation form and procedures used each year shall be that form and those procedures that are adopted by the Board and which are approved by the Kentucky Department of Education and any such amended forms and procedures are hereby adopted and incorporated by reference as though stated in full.

14. RETIREMENT BENEFITS

The Superintendent may elect to participate in and be a member of the Kentucky Teacher Retirement Systems.

15. TERMINATION OF EMPLOYMENT CONTRACT

The employment contract of the Superintendent, including any extension thereof, may be terminated by the Board by:

A. Mutual agreement of the parties.

B. Retirement of the Superintendent.

C. Resignation of the Superintendent.

D. Disability or death of the Superintendent.

E. Discharge for legal cause under the rules, regulations, procedures and/or laws of this Commonwealth and/or the Untied States of America. Any such discharge shall be given in writing and the Superintendent shall be entitled to appear before the Board, in closed, executive session to discuss such causes.

F. If the Superintendent chooses to be accompanied by legal counsel at such meeting, the Superintendent shall bear any cost he incurs.

G. Thereafter, the Superintendent shall be provided a written decision describing the results of the meeting.

16. SAVINGS CLAUSE

If, during the term of this contract, a clause or any portion of the contract is found illegal under federal or state law, the remaining portions of the contract shall remain in full force to the extent they are unaffected by the ruling of illegality.

17. MISCELLANEOUS

This written document represents the entire agreement of the parties. The parties are not relying upon any other terms or agreements whether oral or written.

This contract will be construed under the laws of the Commonwealth of Kentucky.

This contract may not be amended except as provided for by a public vote of the Board and then in writing as singed by both parties.

At the discretion of the Superintendent, a copy of this may be filed with the minutes of the meeting at which this agreement was approved.

AGREED TO:

Bert Hensley
SUPERINTENDENT

Vicki Prewitt
BOARD OF EDUCATION CHAIRPERSON

Attested: Felicia J. Campbell
Assistant Board Secretary to the Board