

EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT ("Agreement"), effective as of July 19, 2010, by and between KENTUCKY HIGH SCHOOL ATHLETIC ASSOCIATION, a non-profit unincorporated association ("Employer"), and CHAD COLLINS ("Employee").

RECITALS:

- A. Employer desires to employ Employee and Employee desires to be employed by Employer.
- B. Employer and Employee desire to set forth the terms and conditions of the employment relationship between them.

AGREEMENT:

NOW, THEREFORE, in consideration of the mutual covenants and obligations hereinafter set forth, the parties hereby agree as follows:

1. **Employment.** Employer hereby employs Employee for the Term (as defined in Section 2), and Employee hereby accepts such employment by Employer and agrees to serve Employer during the Term, upon the terms and conditions set forth herein.
2. **TERM.** Employee's employment shall commence as of July 19, 2010 and continue in effect for a period of two (2) years, unless sooner terminated as provided for herein ("Term"). Employee is subject to annual oral review by the Commissioner of Employer.
3. **DUTIES OF EMPLOYEE.** During the Term, Employee shall be an employee of Employer with the title as set forth on Exhibit A, attached hereto and incorporated herein. Employee shall perform all duties incident to such position including, without limitation, those duties set forth on Exhibit A, as well as any other duties that may from time to time be assigned by the Commissioner or the Commissioner's designee, and shall abide by and perform in accordance with all bylaws, policies, practices, employee manuals, procedures and rules of Employer, which may be established by Employer from time to time. So long as Employee is employed hereunder, Employee agrees (a) to perform Employee's duties diligently and to the best of Employee's ability, and (b) to use Employee's best efforts, skill and ability to promote the interests of Employer. During the Term, Employee shall, except as may from time to time be otherwise agreed in writing by Employer and during reasonable vacations and authorized leave, devote his best efforts, full attention and energies during his normal working time to the business of Employer. Employee shall not take personal advantage of any business opportunities which arise during Employee's employment that may benefit Employer.
4. **COMPENSATION.** Except as specifically set forth in this Section and Exhibit B, attached hereto and incorporated herein, Employee shall not be entitled to receive any other compensation or fringe benefits for services rendered to Employer.
 - 4.1 *Base Salary.* Employer shall pay Employee an annual base salary ("Salary") in the amount of Ninety Thousand Dollars (\$90,000.00), which Salary shall be payable in equal installments in such payment intervals as are the usual custom of Employer, but not less often than monthly. The Salary shall increase on July 1, 2011 to Ninety-Five Thousand Dollars (\$95,000).

4.2 *Benefit Plans.* During the Term, Employee shall be eligible for the following benefits:

- (a) *Vacation and Holidays.* Employee shall be initially entitled to two weeks of paid vacation and then subsequently entitled to the number of weeks of paid vacation each year as set forth in the Vacation and Annual Leave section of the KHSAA Employee Benefits Manual. Further, it is understood that Employer follows the standard national holidays and Employee will be entitled to take the normal holidays and leave time that other employees of Employer who are in Employee's classification are entitled to celebrate or take from time to time;
 - (b) *Sick Leave and Comp/Flex Time.* Sick leave and comp/flex time, on the same terms and conditions as other contract-based executive staff positions of Employer;
 - (c) *Reimbursement of Expenses.* Employer will pay or reimburse Employee for ordinary and reasonable business expenses incurred by Employee in connection with his duties on behalf of Employer in accordance with the policies of Employer following submission of Employee of reimbursement expense forms pursuant to Employer's general expense reimbursement policies.
 - (d) *Insurance.* Employee shall be entitled to participate in any health, dental, disability, life or other insurance plans maintained or offered as an option by Employer as Employer shall from time to time adopt or maintain during Employee's employment, under the terms and conditions applicable to those plans, with the following exception: Nothing herein contained shall be construed as requiring Employer to establish or continue any particular benefit plan in discharge of its obligations under this Agreement.
 - (e) *Social Security and Medicare.* Full matching payment of Employer's portion of Social Security and Medicare paid by Employer.
 - (f) *Retirement Plans.* Employee shall be entitled to participate in any retirement plans maintained or offered by Employer, including participation in the Kentucky Teacher's Retirement System.
 - (g) *Other Benefits.* Employee shall be entitled to receive such other benefits, if any, as are set forth on Exhibit B.
 - (h) *Other Optional Benefit Plans.* Employee may participate in any other optional employee benefit plans sponsored by Employer for the benefit of employees, on the same terms and conditions as other employees of Employer.
5. **CONFIDENTIALITY COVENANT.** Employee recognizes that, due to the nature of Employee's association with Employer, Employee will have access to and will acquire confidential and proprietary information relating to the business and operations of Employer, including, without limitation, (a) any and all trade secrets concerning the business and affairs of Employer; data, know-how, and ideas, past, current and planned; development, customer, circulation or subscription lists or information; business plans; computer software and programs and any other information, however documented, of or relating to the business or affairs of Employer that is a trade secret; (b) any and all other information concerning the business and affairs of Employer, however documented; (c) any and all notes, compilations, studies, summaries, and other material prepared by or for Employer; and (d) any and all materials relating to a student-athlete's academic standing, health care records or athletic eligibility (hereinafter, "Confidential Information"). Employee acknowledges that the Confidential Information is of central importance to the business of the Employer and that disclosure of it to or its use by others would cause substantial loss to the Employer. Employee shall keep the Confidential Information confidential and shall not disclose any Confidential Information to any person or entity, or use the same in any other way except in connection with and to promote the business of Employer. Further, any and all data, written materials, records or documents made or obtained by Employee during the period employed by Employer, or after the termination of this Agreement, concerning the business or affairs

of the Employer shall be the property of Employer, and will be promptly delivered by Employee to the Employer upon Employee's termination of employment for any reason, or at any other time upon request.

6. TERMINATION OF AGREEMENT.

6.1 Termination. This Agreement, and Employee's employment hereunder, shall terminate prior to the expiration of the Term upon the occurrence of the first of the following events:

- (a) *Death.* Upon the death of Employee;
- (b) *Disability.* The Board of Control of Employer ("Board") determines, in its sole and absolute discretion, that Employee has a "Disability." For purposes of this Agreement, "Disability" shall mean that (i) Employee has been declared legally incompetent by a final court decree (the date of such decree being deemed the date on which the disability occurred); or (ii) Employee has qualified to receive benefits under a long-term disability insurance policy held by Employer and has been declared to be totally disabled by the insurer for a period of three (3) consecutive months; or (iii) because of a medically determinable disease, injury, or other mental or physical disability, Employee is unable to perform the essential functions of Employee's duties under this Agreement for a period of three (3) consecutive months. In making the determination that Employee has a Disability, the Board shall take into consideration the applicable provisions of the Americans with Disabilities Act. The Board's determination of Disability shall be final and binding on the parties hereto.
- (c) *Cause.* Employee is discharged for "Cause," which, for purposes of this Agreement, shall mean:
 - (1) Employee breaches any provision of this Agreement;
 - (2) a determination by Employer that Employee has been negligent in the performance of Employee's duties and responsibilities hereunder or Employee has failed or refused, after receiving notice from Employer, to serve and carry out Employee's duties and responsibilities hereunder;
 - (3) any misconduct by Employee in the performance of duties or any neglect of duties, including, without limitation, misuse of Employer's computer network for non-business purposes (e.g., visiting inappropriate websites on the internet);
 - (4) theft or fraud by Employee affecting Employer or affecting sponsors of Employer;
 - (5) egregious conduct by Employee that has brought Employer into public disgrace or disrepute;
 - (6) conviction of Employee of any criminal offense involving a felony or a crime involving moral turpitude; or
 - (7) Employee shall have engaged in any discrimination or sexual harassment with respect to employees, sponsors or vendors of Employer;
 - (8) Employee fails to remain in good standing with the Kentucky Bar Association and the Fayette County Bar Association;

provided that, if any breach, negligence, misconduct or neglect under (1), (2) or (3), above, is capable of cure, Employee shall be given written notice which details such breach, negligence, misconduct or neglect and Employee shall have an opportunity to cure such breach, negligence, misconduct or neglect. In such event, Cause shall exist if: (a) Employee shall fail to cure such breach, negligence, misconduct or neglect within fifteen (15) days after written notice; or (b) if such breach, negligence, misconduct or neglect is timely cured, Employee shall repeat such breach, negligence, misconduct or neglect. For the purposes hereof and without limiting the generality of the foregoing,

gross negligence, gross misconduct or gross neglect shall be deemed not capable of remedy.

6.2 *Termination Benefits.* Upon the termination of Employee's employment, regardless of the reason, Employee shall be entitled only to Employee's Salary accrued through the date of termination at the rate in effect on that date and shall be entitled to no other compensation or benefits under this Agreement.

7. MISCELLANEOUS PROVISIONS.

7.1 *Entire Agreement.* This Agreement constitutes the entire agreement and understanding of the parties with respect to the subject matter hereof and supersedes any prior written or contemporaneous oral representations, understandings and agreements related thereto. No representation, promise, inducement or statement of intention has been made by any party that has not been embodied in this Agreement.

7.2 *Binding Effect; No Assignment; Survival.* This Agreement shall be binding upon, and shall inure to the benefit of, the parties, their personal representatives, heirs, devisees, successors and assigns; except that Employee shall not assign or delegate this Agreement in whole or in part without Employer's prior written consent. Notwithstanding the expiration of the Term of this Agreement or the earlier termination of this Agreement for any reason, the provisions in Section 5 shall survive and remain in full force and effect.

7.3 *Amendment and Modifications; Waiver.* No modification, alteration, waiver or change in any of the terms of this Agreement shall be valid or binding upon the parties hereto unless made in writing and duly executed by each of the parties hereto. No party shall be deemed to have waived compliance by another party of any provision of this Agreement unless such waiver is contained in a written instrument signed by the waiving party and no waiver that may be given by a party will be applicable except in the specific instance for which it is given. The failure of any party to enforce at any time any of the provisions of this Agreement or to exercise any right or option contained in this Agreement or to require at any time performance of any of the provisions of this Agreement, by any of the other parties shall not be construed to be a waiver of such provisions and shall not affect the validity of this Agreement or any of its provisions or the right of such party thereafter to enforce each provision of this Agreement. No course of dealing shall operate as a waiver or modification of any provision of this Agreement or otherwise prejudice such party's rights, powers and remedies.

7.4 *Notice.* Any notice required or permitted to be given hereunder shall be sufficient if in writing, and if personally delivered or sent by registered mail to the party's last known address.

7.5 *Governing Law.* This Agreement shall be construed in accordance with the laws of the Commonwealth of Kentucky without giving effect to any conflict of law, rule or principle of such state.

7.6 *Severability.* The invalidity or unenforceability of any provision hereof shall not affect the validity or unenforceability of the remainder of this Agreement. If any provision is held invalid or unenforceable with respect to particular circumstances, it shall nevertheless remain in full force and effect in all other circumstances.

7.7 Consent to Jurisdiction. Employee consents and voluntarily submits to personal jurisdiction in the Commonwealth of Kentucky and in the courts in such state located in Fayette County and the United States District Court for the Eastern District of Kentucky in any proceeding subject to judicial process and agrees that all claims in respect thereto may be heard and determined in any such court. Employee further consents and agrees that Employee may be served with process in the same manner as a Notice may be given under Section 7.4. Employee irrevocably and unconditionally waives and agrees not to plead, to the fullest extent permitted by law, any objection that it may now or hereafter have to the laying of venue or the convenience of the forum of any action with respect to this Agreement in the United States District Court for the Eastern District of Kentucky and the Courts of the Commonwealth of Kentucky located in Fayette County.

7.8 Headings; Construction. Section headings or captions contained in this Agreement are inserted only as a matter of convenience and reference and in no way define, limit, extend or describe the scope of this Agreement, or the intent of any provision hereof. All references herein to Sections shall refer to Sections of this Agreement unless the context clearly otherwise requires. Unless the context clearly states otherwise, the use of the singular or plural in this Agreement shall include the other and the use of any gender shall include all others. The parties have participated jointly in the negotiation and drafting of this Agreement. If any ambiguity or question of intent or interpretation arises, no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

7.9 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Facsimile or photostatic copies of signatures to this Agreement shall be deemed to be originals and may be relied upon to the same extent as originals.

7.10 Policies, Regulations and Guidelines for Employees. Employer may, from time to time, issue policies, rules, regulations, guidelines, procedures or other informational material, whether in the form of handbooks, manuals, memoranda or otherwise, relating to Employer's employees. To the extent any such material conflicts with the terms of this Agreement, this Agreement shall control.

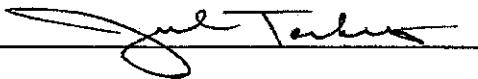
IN WITNESS WHEREOF, the parties have entered into this Agreement as of the date first written above.

CHAD COLLINS



("Employee Signature")

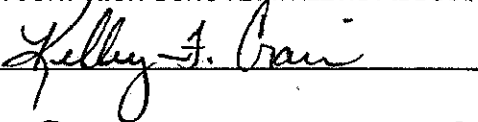
KENTUCKY HIGH SCHOOL ATHLETIC ASSOCIATION

By: 

Title: Commissioner

("Employer")

KENTUCKY HIGH SCHOOL ATHLETIC ASSOCIATION

By: 

Title: President, KHSAA Bd. of Control

("President, KHSAA Board of Control")

Exhibit A

Duties of Employee

Job Title: Association General Counsel

Job Description: See Attached

Exhibit B

- ◆ Legal and Regulatory Software (Westlaw)
- ◆ State & Local Kentucky Bar Association Annual Fees and Dues
- ◆ Malpractice Insurance Coverage
- ◆ Cell Phone and appropriate rate plan
- ◆ Laptop Computer (to be returned upon termination of employment)
- ◆ Continuing Legal Education (reasonable and necessary out-of pocket administrative travel and professional development expenses)
 - During the Term, Employee may opt to attend two continuing legal education seminars during two separate years at locations outside of Kentucky but within the continental United States provided that said seminars are reasonably related to the employment relationship and within the approved budget of the Association.

KENTUCKY HIGH SCHOOL ATHLETIC ASSOCIATION
POSITION DESCRIPTION
CHAD COLLINS
GENERAL COUNSEL

- ❖ Serve as Association General Counsel (all matters of legal and litigation)
 - Coordinate Association Legal Assistance
 - ⊖ Handle legal matters including lawsuits, temporary restraining orders, injunctions, etc
 - ⊖ Represent the Association in local courts around the state when necessary
 - ⊖ Coordinate any use of Outside Counsel to assist with KHSAA legal defense
 - ⊖ Advise Commissioner on managing Association's relationships with outside counsel if necessary
 - ⊖ On an ongoing basis seek opportunities to control the Association's legal expenditures
 - ⊖ Serve as Parliamentarian for the Annual Meeting of the membership
 - Board of Control General Counsel
 - ⊖ Attend Board of Control meetings and provide updates on legal matters
 - ⊖ Represent the Board of Control and serve as the Board of Control counsel when the Board is convened
 - ⊖ Advise the Board of Control members on alternatives and consequences of action when requested or when it is apparent that such advice is in the best interest of the Association
 - ⊖ Act independently from the Commissioner when acting as Board of Control General Counsel
 - ⊖ Serve as Parliamentarian for the convened meetings of the Board of Control
 - Ensure proper conduct of student eligibility matters
 - ⊖ Assist the Commissioner in areas of inner-office policies and procedures
 - ⊖ Assist Commissioner and designated staff in developing and maintaining investigative procedures for rules violations
 - ⊖ Ensure compliance with KRS Chapter 13B in all matters related to the KHSAA Due Process Procedure
 - ⊖ Coordinate election and procedures for KHSAA Regional Investigative Committees
 - General Counsel Assistance for the Commissioner and staff
 - ⊖ Provide legal issues updates for the staff
 - ⊖ Attend professional development meetings upon request of the Commissioner
 - ⊖ Work with Commissioner on legislative initiatives including monitoring during General Assembly meetings
 - ⊖ Review Constitution and Bylaws and proposed Bylaw changes
 - ⊖ Work whenever possible to minimize, where possible the risks of the Association of being sued or placed in legal jeopardy
 - ⊖ Work with Commissioner on developing risk minimization information for member schools
 - ⊖ Participate in a review of KHSAA Policies and Procedures
 - ⊖ Coordinate for review by the Commissioner the compilation of those sections of the Handbook subject to 702 KAR 7:065 (Constitution, Bylaws, Due Process Procedure and Forms) as well as other appropriate documents through the regulatory review process
 - Compliance
 - ⊖ Assist all ruling officers in the proper handling of the student eligibility waiver process concerning all bylaws that are part of the Hearing Officer Matters
 - ⊖ Assist with specific aspects of education efforts for member schools surrounding the Association compliance and investigative operations as requested
 - ⊖ Conduct or assist with eligibility investigations regarding other bylaws as requested by the Commissioner
 - ⊖ Assist the Commissioner as requested related to possible violations of Bylaw 10
 - ⊖ Assist with interpretations of Association Constitution, Bylaws, Policies and Procedures
 - ⊖ Chair the Whistleblower Committee if convened
 - Insurance
 - ⊖ Coordinate acquisition and monitoring of KHSAA Catastrophic policy including filing necessary claims and facilitating school claims correspondence
 - ⊖ Coordinate acquisition and monitoring of KHSAA General Liability Insurance policy including filing necessary claims and facilitating school claims correspondence

- ⊖ Coordinate acquisition and monitoring of KHSAA Directors and Officers Insurance policy including filing necessary claims and facilitating school claims correspondence
- Assist in coordinating Human Resource items
 - ⊖ Assist with ongoing review of health insurance alternatives
 - ⊖ Coordinate review of contracts for employee benefit programs
- Title IX Education Program Responsibilities
 - ⊖ Solicit any official responses needed to Title IX inquiries from the Office of Civil Rights or similar administrative authorities
 - ⊖ Advise Commissioner on any official directive resulting from Office of Civil Rights or similar administrative authority action
 - ⊖ Review all communication (internal and external), correspondence and publications necessitated by the Association's efforts to educate the membership on Title IX
 - ⊖ Review all forms necessary for this program including progress reports on compliance
 - ⊖ Review all reports and information necessary to adhere to the requirements of the Kentucky Board of Education and Kentucky Department of Education including recap listings, Staff Notes, and other correspondence
 - ⊖ Field investigative work and audits as necessary to help determine needs and assess compliance standards within member schools in accordance with accepted procedures
 - ⊖ Attend meetings of Title IX Audit Team members when possible
 - ⊖ Assist with telephone and other inquiries on the Title IX project
 - ⊖ Review visitation logs for Executive staff and for contracted persons who visit KHSAA member schools to assist with Title IX education
 - ⊖ Assist designated Executive staff to ensure the development of quality instruments to be used when conducting workshops, clinics and seminars
- Other duties assigned by the Commissioner