AMENDMENT TO SUPERINTENDENT'S CONTRACT

WHEREAS, the Barbourville Board of Education entered into a contract with Larry E. Warren (Superintendent) on the 9th day of January 2003;

WHEREAS, the Board would like to extend the Superintendent's current contract by one additional year; and

WHEREAS, the parties wish to agree to these terms as an amendment to the Superintendent's current contract:

NOW, THEREFORE, the above described contract is amended to reflect that as of the 10th day of January, 2013, the Board invokes its discretion as permitted by KRS 160.350(4) of the Superintendent's current contract and hereby extends that contract by one (1) additional year which will extend the termination date from June 30, 2015 to June 30, 2016.

FINALLY, all other provisions of the Superintendent's contract, except as herein above amended, shall remain in full force and effect.

BARBOURVILLE BOARD OF EDUCATION

By: Shirley F Treadway 2/6/2013

Shirley F. Treadway, Board Chairman Date

SUPERINTENDENT

By: Larry E. Warren 2-6-2013

Larry E. Warren, Superintendent Date

Subscribed and sworn before me this 6th day of FEBRUARY 2013.

Beulah Campbell

Notary Public, Kentucky State at Large

My commission expires JUNE 14, 20 16.

Barbourville Independent Schools
P.O. Box 520
Barbourville, Kentucky 40906

SUPERINTENDENT'S CONTRACT: KRS 160.350 & 160.440

This contract entered into on the 9th day of January , 2003, is by and between the Board of Education of the Barbourville Independent Schools, Barbourville, Kentucky, hereinafter called the Board, and Larry E. Warren hereinafter called the Superintendent. The Board and the Superintendent for the consideration herein specified, agree as follows:

1. TERMS OF CONTRACT

The Board, in accordance with its action as found in the minutes of its meeting held January 9, 2003, hereby employs and the Superintendent hereby accepts employment as Superintendent for a period commencing July 01, 2003, and ending on the 30th day of June 2007.

2. PROFESSIONAL CERTIFICATION

The Superintendent shall maintain and furnish to the Board evidence of his maintaining, throughout the life of this contract, valid credentials to act as Superintendent of this district in accordance with the laws of the Commonwealth of Kentucky.

3. DUTIES

The Superintendent shall perform the duties required of the Superintendent as set forth in the laws of Kentucky and the policies of the Board. Such policies may be reasonably amended from time to time during the term of this contract. The Superintendent shall also serve as secretary to the Board with no compensation ($0.00) for services rendered as secretary to the Board for the life of the contract.

4. COMPENSATION

For the period July 01, 2003 through June 30, 2007, the Board shall pay the Superintendent for two hundred and forty days of employment each year of the contract. The salary of the Superintendent shall continue from the 1999 base beginning at $75,000.00 indexed at 1.28 times the daily salary each year of this contract. The Superintendent's salary shall increase automatically during the term of this contract by the same percentage as teachers of like rank and experience employed by the Board. Payment of the Superintendent's salary will be made in twelve monthly installments each year of the contract in accordance with Board Policy. The Superintendent shall receive pay for the same holidays as all other employees, plus one additional holiday of July 04 of each year of the contract.

5. OTHER COMPENSATION

The Board shall provide the Superintendent with all benefits applicable to twelve month employees. The Board shall provide, at District expense, family-level coverage for major medical insurance, including health and hospitalization; disability insurance, and a life insurance policy in a face amount not less than the Superintendent's salary. The Superintendent will automatically become entitled to any future benefits awarded other certified staff whether required by law or granted by the Board.

6. PROFESSIONAL GROWTH

The Superintendent shall be encouraged to attend appropriate professional meetings. The actual and necessary expenses of such attendance shall be paid by the District in accordance with Board Policy. The Superintendent is encouraged to actively participate with the Kentucky Association of School Administrators (KASA), the American Association of School Administrators (AASA), the Kentucky Association of School Superintendents (KASS), the Upper Cumberland Association of School Superintendents (KASS), and the Kentucky Education Association (KEA). All cost of membership dues for professional organizations and fees for professional journals used by the Superintendent are to be paid by the Board.

7. DAYS TO BE WORKED

The Superintendent shall devote such time and energy as are necessary to perform the duties of his office. His normal work year shall be two hundred and forty days including paid holidays. These duties will generally be performed during normal business hours, but it is expressly agreed that the duties of this position will require the Superintendent to work during times other than normal business hours.

8. LEAVE

The Superintendent shall be entitled to the use of and accumulation of sick leave in accordance with Kentucky law and Board Policy. The Superintendent shall be entitled to personal leave and professional leave as defined in Kentucky law and granted by Board Policy.

9. EXPENSES

The Board shall reimburse the Superintendent for all actual and necessary travel and other expenses required in the performance of his official duties during employment under this contract subject to such limitations as provided by law and by Board Policy.

10. HOLD HARMLESS

The Board agrees that it shall defend, hold harmless, and indemnify the Superintendent from any and all demands, claims, suits, actions, and legal proceeding brought against the Superintendent in his individual capacity or in his official capacity as agent and employee of the District, provided the incident arose while the Superintendent was acting within the scope of his employment. If in the good faith opinion of the Superintendent, a conflict exists as regards 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 legal defense.

11. EVALUATION

The Board shall evaluate the Superintendent at least once every two (2) years and present the Superintendent with a copy of the evaluation.

12. CONTRACT TERMINATION

This employment contract may be terminated by:
A. mutual agreement of the parties
B. retirement, resignation, disability, or death of the Superintendent
C. termination by the Board in accordance with the laws of Kentucky

13. CONTINUING CONTRACT

The Superintendent shall maintain a continuing teacher's contract with the District in the event he is discharged as the Superintendent, is not re-employed as the Superintendent upon the expiration of the current contract, or the District merges and there is a reduction of personnel.

14. SAVINGS CLAUSE

If any portion of this contract is deemed to be illegal due to conflict with state or federal law, the remainder of the contract shall remain in force and effect.

Larry E. Warren — 2-16-2003
Superintendent — Date

Shirley F. Treadway — 2/16/03
Board Chairman — Date

Subscribed and sworn before me this FEB day of 16th 2003.

Beulah Campbell
Notary Public, Kentucky State at Large

My commission expires 06-14, 2004.