SUPERINTENDENT'S CONTRACT

THIS CONTRACT is entered into this July 12, 2011, by and between the Board of Education of Butler County, Kentucky (hereinafter "Board"), and Daniel Scott Howard (hereinafter "Superintendent").

- W I T N E S S E T H -

WHEREAS, this Contract is contingent upon the action of the Board to be taken at a regular meeting held on July 12, 2011, whereby the Board voted to employ Daniel Scott Howard as Superintendent of the Butler County School District in accordance with the provisions set forth herein; and

WHEREAS, the parties agree that the Superintendent shall perform the duties of the Superintendent of the Butler County School District ("District") as prescribed by the laws of the Commonwealth of Kentucky and by the policies and procedures of the Board of Education of Butler County, Kentucky.

NOW THEREFORE, the Board and Superintendent agree as follows:

1. Term: The term of this Contract shall commence on July 1, 2012, and terminate on June 30, 2016, unless terminated sooner under the provisions of paragraph 5 of this Contract. The Board, in its sole discretion, may extend the Contract for one (1) additional year beyond the current term in accordance with KRS 160.350(4). Any extension shall be in the form of an amendment to this Contract. The Board shall take action and notify the Superintendent in writing no later than May 30 of the last year of the Contract, concerning the renewal or non-renewal of the Contract.

2. Professional Certification and Responsibilities of Superintendent:

a. Certification: The Superintendent shall furnish throughout the life of this Contract a valid and appropriate certificate to act as superintendent in the Commonwealth of Kentucky.

b. Acknowledgment of Good Health: The Superintendent represents and acknowledges to the Board and as an inducement for the Board to employ him as Superintendent, that to the best of his knowledge and belief he has no medical, physical or mental disability, nor a previous drug or alcohol problem which would impair his ability to perform his duties as Superintendent.

The Superintendent further agrees to have a comprehensive medical examination during the time period from July 1, 2012 and June 30, 2013, and annually thereafter. The Superintendent agrees to direct that the physician performing said examination certify as to the physical and mental competency of the Superintendent which certificate shall be filed with the clerk or secretary of the Board and treated as confidential information by the Board. The Board shall pay the cost of said medical examination and certificate.

c. Contract Days: This Contract requires the services of the Superintendent for two hundred forty (240) days per year.

d. Duties: The Superintendent agrees to perform well and faithfully the duties of superintendent and to serve as chief executive agent of the Board, having such powers and duties as may be prescribed by law or by the Board from time to time. It is understood and agreed that the Superintendent, as chief executive officer of the Board,

shall be in charge of District affairs, and the Board, individually and collectively, will refer matters before the Board to the Superintendent for study and recommendation. However, this referral shall not prevent the Board from taking action on matters before the Board if the Board desires.

e. Outside Activities: The Superintendent agrees to devote the Superintendent's time, skill, labor and attention to said employment during the term of this Contract. However, the Superintendent, with the prior approval of the Board, may undertake consultative work, speaking engagements, writing, lecturing, or other professional duties and obligations which do not impede or conflict with the Superintendent's duties. The Superintendent, with prior written Board approval and in the Board's sole discretion, may be allowed time to further the Superintendent's formal education at a recognized college or university without loss of pay or annual leave during the months when school is not in session at the Superintendent's sole expense.

3. Compensation and Fringe Benefits:

a. Salary: The annual salary paid to the Superintendent during the first year of this Contract shall be 96,804.48 (_____), to be paid in equal monthly installments on the same pay schedule as all other certified employees, and the Superintendent shall receive the same annual district-wide percentage increase in salary as approved by the Board for all certified employees. The Board and Superintendent may mutually agree to further adjust the salary of the Superintendent during the term of this Contract; provided, that in no event shall the Superintendent be paid less than the salary specified above. Any such additional adjustment of salary made during the term of this

Contract shall be in the form of an amendment to this Contract. It is expressly understood, however, that any additional increase in salary shall be at the final discretion of the Board, and this provision shall not be construed as an expectation by the Superintendent that any such additional increase will occur. Further, the parties hereto understand and acknowledge that any additional increase shall be based upon an objective annual evaluation of the Superintendent's performance as measured against specific goals and objectives to be set by the Board and Superintendent prior to the commencement of each school year.

b. Annual Leave: The Superintendent shall receive twenty (20) days of paid annual leave per year pursuant to KRS 160.291(4).

c. Sick and Personal Days: The Superintendent shall be entitled to ten (10) days of paid leave per year for illness and three (3) paid days per year for personal reasons, which may accumulate without limit.

d. Retirement Benefits: The Superintendent shall have the same retirement benefits as provided for certified employees under the Kentucky Teachers Retirement System.

e. Expenses: The Board shall allow the Superintendent mileage reimbursed for the use of the Superintendent's personal vehicle for travel completed for business purposes both inside and outside the District at the rate adopted by the Board for all certified employees. The Superintendent shall also be reimbursed for actual personal expenses incidental to the travel when an itemized statement of travel and expense is submitted to and approved by the Board.

f. Technology Reimbursement: The Board, at its expense, shall provide the Superintendent with computer equipment, cellular telephone, Internet services, and other necessary communications services that will allow the Superintendent to perform the duties of the office while at home or traveling.

g. Professional Meetings: The Superintendent shall attend appropriate professional meetings and conferences at the local, regional, and state level and one (1) national level event annually at the Superintendent's choice. The Board shall reimburse the Superintendent for actual expenses incurred in carrying out the Superintendent's professional activities when an authorized statement is submitted to and approved by the Board.

4. Annual Evaluation: The Board shall annually provide the Superintendent with an evaluation pursuant to KRS 156.101 and 704 KAR 3:345, with periodic opportunities to review and discuss Superintendent/Board relationships and the Superintendent's personnel records and performance at reasonable times as set by the Board.

5. Termination of Employment Contract:

a. Mutual Agreement: The parties may terminate this Contract by mutual agreement evidenced in writing by both parties.

b. For Cause: The Parties recognize the authority of the Board to discharge the Superintendent from his position for cause as set forth under state or federal law or other Board policies or regulations.

The parties additionally acknowledge and recognize that the Superintendent is viewed by students, teachers, administrators and the community as a role model and that as such the Board expects the Superintendent not to violate any statutory law regarding the use of intoxicating beverages, controlled substances, or any other conviction of a statutory criminal offense with the exception of routine traffic violations. To the extent that the Superintendent is convicted of any such offense under any court in any state of competent jurisdiction, the Board may by a four-fifths (4/5) vote of its members discharge the Superintendent from his employment without any further obligation to compensate him or provide other benefits under this Contract.

The Superintendent by execution of this Contract acknowledges and understands that this provision holds him to a stricter standard of conduct than otherwise provided by law, and he voluntarily waives any defense he might otherwise have at law as to the Board's authority to terminate his employment under this provision. He further waives any and all claims for any relief that he may have arising from the Board's action under this provision. It is clearly understood that the Board's remedy under this section is established as a contractual right to which the Superintendent voluntarily agrees.

c. Death: The Superintendent's death shall terminate this Contract and shall terminate the Superintendent's rights to all salary, compensation, and fringe benefits effective as of the date of such death.

d. Permanent Disability: The Superintendent shall be deemed to be "permanently disabled" or shall be deemed to be suffering from a "permanent disability" under the provisions of this Contract if a physician selected by the Board provides a

written opinion that the Superintendent will be permanently (or for a continuous period of 12 calendar months) unable to substantially perform the usual and customary duties of the Superintendent's employment. During any period in which the Superintendent is unable to substantially perform the usual and customary duties of his position but is not "disabled" under this subsection, he shall be entitled to utilize accumulated sick leave, but the Board shall have no further obligation to him. In the event the Superintendent becomes "permanently disabled," then his employment and all rights to compensation and fringe benefits shall terminate effective as of the date of such disability determination.

6. Indemnity: The Board agrees that to the extent insurance or similar coverage is afforded to the Board, the Board shall defend, hold harmless, and indemnify the Superintendent from all demands, claims, suits, actions, and legal proceedings brought against the Superintendent in his individual capacity or in his official capacity as agent and employee of the District provided same arose while the Superintendent was acting within the scope of his employment. If in the good faith opinion of the Superintendent a conflict exists regarding 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 the legal defense to the extent that insurance or similar coverage is afforded to cover same.

7. Savings Clause: If, during the term of this Contract, a specific clause of the Contract is determined to be illegal under federal or state law, the remainder of the Contract not affected by such a ruling, shall remain in force.

WITNESS OUR HANDS the day and date first above written.

Daniel Scott Howard, Superintendent

Board of Education of Butler County, Kentucky

By: Karen Evans

_____, Chair

ORDER # #16
7/12/11

SUPERINTENDENT'S CONTRACT

Motion was made by Delbert Johnson, and seconded by Greg Moore, to enter into a contract to employ Daniel Scott Howard as Superintendent with a four-year contract to begin July 1, 2012, and expire on June 30, 2016. A copy of the Superintendent's Contract is on file.

Vote:

5 YES _____ NO

526107v1

FIRST AMENDMENT TO SUPERINTENDENT'S CONTRACT

This **FIRST AMENDMENT TO SUPERINTENDENT'S CONTRACT**, made and entered into as of this October, 2013, by and between **THE BOARD OF EDUCATION OF BUTLER COUNTY, KENTUCKY** (hereinafter "Board"), and **SCOTT HOWARD** (hereinafter "Superintendent").

W I T N E S S E T H:

WHEREAS, the Board and Superintendent entered into a Superintendent's Contract dated July 12, 2011; and

WHEREAS, this First Amendment to Superintendent's Contract is made in accordance with and contingent upon the action of the Board as taken at a meeting held on Oct. 21, 2013, whereby the Board voted to amend the Superintendent's Contract by and between the Board and Superintendent dated July 12, 2011.

NOW, THEREFORE, for and in consideration of the mutual terms, conditions, and benefits to be obtained by the parties to this First Amendment to Superintendent's Contract, the receipt and sufficiency of which the parties hereby acknowledge, the Board and Superintendent agree to amend the Superintendent's Contract between them dated July 12, 2011, as follows:

1. The parties hereby agree to amend the language contained in Paragraph 3(a) of the Superintendent's Contract entitled "Salary" to clarify that the Superintendent is to receive salary increases commensurate with that of other certified employees based on the Superintendent's rank and years of service in addition to receipt of the same annual

district-wide percentage increase in salary approved by the Board for all certified employees. This amendment is effective throughout the entire term of the Superintendent's Contract and the Superintendent shall receive the rank and years of experience increase for Fiscal Year 2012 and all subsequent years under the Superintendent's Contract.

2. All other terms and conditions contained in the July 12, 2011 Superintendent's Contract remain unchanged and in full force and effect.

WITNESS OUR HANDS on the day and date first above written.

THE BOARD OF EDUCATION OF BUTLER COUNTY, KENTUCKY

By: Karen Evans
_____, Chair

Scott Howard
Scott Howard, Superintendent