

GLASGOW INDEPENDENT SCHOOLS  
Glasgow, Kentucky  
AMENDMENTS TO CONTRACT EMPLOYING SUPERINTENDENT  
WITH CLARIFICATION

These **EMPLOYMENT CONTRACT AMENDMENTS WITH CLARIFICATION**, made and entered into this 13th day of May, 2013 by and between the **BOARD OF EDUCATION OF GLASGOW INDEPENDENT SCHOOLS**, (hereinafter the "**BOARD**"), and **DEREK SEAN HOWARD** (hereinafter "**SUPERINTENDENT**"), and authorized by action of the Board at a lawful meeting of the BOARD held on the 13th day of May, 2013.

**WITNESSETH:**

WHEREAS, the parties executed a contract of employment on April 19, 2010, the said contract expressly providing as follows:

That for and in consideration of the mutual covenants and conditions set forth herein, the **BOARD** and **SUPERINTENDENT**, agree as follows:

**01. TERM OF EMPLOYMENT.**

The **SUPERINTENDENT** is hereby hired and retained for a term commencing on July 1, 2010 through June 30, 2014, as Superintendent for the Glasgow Independent School District.

**02. DUTIES OF SUPERINTENDENT.**

A. The Superintendent shall devote the time, skill, labor and attention necessary to faithfully and professionally perform the duties of Superintendent, executive agent and professional advisor to the Board, as set out by statute, regulation, Board policy and this contract.

B. Throughout the term of this contract, the Superintendent shall furnish a valid and appropriate license to act as Superintendent.

C. The Superintendent shall attend all professional training sessions required by law and other appropriate meetings and conferences approved by the Board.

D. The Superintendent shall perform other duties and responsibilities that are from time to time assigned by the Board to the Superintendent.

**03. SEMINARS AND PROFESSIONAL DEVELOPMENT.**

The Superintendent and the Board recognize the need and necessity of the Superintendent to attend seminars, courses and programs sponsored at the local, state or national level. The Board shall permit a reasonable amount of time for the Superintendent to attend such meetings that would be for the benefit of the Glasgow Independent Schools. Further, the Board shall pay for necessary fees and travel for the Superintendent to attend such meetings. The attendance at the referenced meetings along with the expenses to be reimbursed shall be subject to the approval of the Board pursuant to Board policy.

In the event that the Superintendent attends a function, meeting, seminar or other program wherein he is compensated as a lecturer or consultant, the time involved with such functions shall not be considered as a part of the 260 required working days and the Board shall not pay the Superintendent's expenses incurred.

**04. COMPENSATION OF SUPERINTENDENT.**

The Superintendent shall be paid a salary of One hundred eight thousand five hundred (\$108,500.00) dollars per school year upon his initial employment subject to

the annual step increase for certified employees, the said increase being effective upon the second year of his employment. This salary shall be paid in monthly installments on the same dates as administrators who work twelve months.

The Board shall perform an evaluation of the Superintendent on an annual basis. Based upon the evaluation of the Superintendent by the Board, the Board may adjust the salary of the Superintendent during the term of this Agreement. However, in no event shall the Superintendent be paid less than the salary set forth herein. Although the Superintendent's salary may be increased at the discretion of the Board, this provision shall not be construed as an obligation of the Board nor as an expectation by the Superintendent that an increase in salary will occur.

In the event that the Board elects to increase the salary of the Superintendent based upon the evaluation of the Board, it is expressly agreed as follows:

A. Any adjustment of salary made during the term of the Contract shall be in the form of an Amendment to this Contract;

B. The Amendment shall not be construed as a termination of the existing contract; and

C. The Amendment shall not be construed as extending the existing contract in the absence of a written extension setting forth a new term of employment.

#### **05. WORKING DAYS AND BENEFITS.**

A. **Working Days:** It is understood and agreed that each school year, from July 1 through June 30 during the term of this Contract, shall consist of 260 working days, 20 of which are paid vacation days. If the Superintendent elects to be away from the

job for five (5) or more days consecutively, this absence shall be subject to Board approval. Days not worked by the Superintendent shall be noted in the minutes of the next regularly-scheduled Board meeting after said days are taken.

B. **Leaves:** The Superintendent shall accrue all leave days as authorized by Board policy for certified employees. Consistent with statutory law, the Superintendent shall be permitted to transfer all sick leave days accumulated as a school system employee.

C. **Health and Dental Insurance:** The Board shall provide major medical, including dental, health insurance coverage through the applicable state approved insurance carrier for the Superintendent along with his wife and children.

D. **Expenses:** The Board shall reimburse the Superintendent for reasonable job related expenses approved by the Board and incurred by the Superintendent.

E. **Professional and Civic Dues:** The Board recognizes the mutual benefits derived by the Superintendent and the Board with regard to the Superintendent maintaining membership in certain professional and civic organizations. The Board shall pay the membership dues for the Kentucky Association of School Superintendents (KASS), the Kentucky Association of School Administrators (KASA) and a civic club selected by the Superintendent.

F. **Automobile Expenses:** The Superintendent shall be reimbursed for mileage per Board Policy.

G. **Retirement Benefits:** The superintendent shall have the same retirement benefits as provided certified employees under the Kentucky Teachers Retirement

System.

H. Moving Expenses: The Board shall reimburse the Superintendent for moving expenses not to exceed \$2,500.00.

**06. TERMINATION OF EMPLOYMENT AGREEMENT.**

This **AGREEMENT** may be terminated for any of the foregoing reasons:

- A. By expiration of its term;
- B. Mutual agreement of the parties;
- C. Discharge for cause.

**07. BOARD POLICY.**

Unless otherwise specifically modified by the express language of this Contract, the superintendent's duties and obligations are governed by the Board's Policy. Further, all benefits of the Superintendent are specifically set forth herein and the provisions of this Contract supersede any general policy provisions of the Board that conflict or are inconsistent with existing Board policy which might be applicable to other employees of the Board.

**08. SAVINGS CLAUSE.**

During the term of this Contract, if it is found that a specific clause of the Contract is illegal under federal or state law, the remainder of the covenants and conditions of the Contract not affected thereby shall remain in force.

**09. MISCELLANEOUS.**

A. This Contract has been executed in Kentucky and the law of the Commonwealth of Kentucky shall control the interpretation and enforcement of this

Contract.

B. Paragraph headings have been inserted for convenience or reference only, and if there shall be any conflict between any such headings and the text of this agreement, the text shall control.

C. This Contract shall be executed in duplicate originals.

D. This Contract contains all of the terms agreed upon by the parties with respect to the subject matter of this Contract. This Contract supersedes all prior agreements, arrangements and communications between the parties concerning such subject matter, whether oral or written. **AND**

**WHEREAS**, the Board of Education of the Glasgow Independent Schools has duly authorized by unanimous resolution adopted on November 12, 2012 at a lawful meeting of the Board that two amendments should be executed to the employment contract of Derek Sean Howard,

**NOW, THEREFORE**, the parties covenant and agree as follows:

**10. REAFFIRMATION OF CONTRACT TERMS SUBJECT TO TWO AMENDMENTS.**

The terms and conditions of the original employment contract are hereby adopted and confirmed subject to the following two amendments:

A. The Board shall reimburse the Superintendent for one-half of his cell phone bill; and

B. The Superintendent's salary shall be increased each year pursuant to the certified salary schedule step increase unless the Board adopts a resolution prospectively terminating said step increase.

**AND**

**WHEREAS**, subsequent to the adoption of the two amendments set forth in ¶ 10 herein, the Board of Education of the Glasgow Independent Schools has discovered that an ambiguity exists with regard to when the base salary of Derek Sean Howard would be subject to the annual certified salary schedule step increase. The Superintendent's salary has historically been increased pursuant to the salary schedule step increase for certified employees of the District. The amendments adopted by the Board failed to specify when the amendment relating to the annual step increase would become effective. The intent of the Board was to adopt the historical practice and to amend the employment contract to grant the schedule step increase effective with the second year of employment for the Superintendent.

**NOW, THEREFORE**, That for and in consideration of removing the referenced ambiguity from the contract of employment entered into by and between the Glasgow Board of Education and Derek Sean Howard and to expressly authorize the annual step increase to the salary of Derek Sean Howard effective as of the second year (7-1-11) of his employment, the parties mutually agree as follows:

11. The certified salary schedule step increase to the applicable base salary for Derek Sean Howard shall become effective as of the second year of his employment and continue annually thereafter unless the Board adopts a resolution terminating the annual step increase prospectively. The terms and conditions of the original employment contract, the two amendments thereto adopted on November 12, 2012 and the amendment confirming the effective date of the step salary increase for the

Superintendent adopted this day are hereby adopted and confirmed.

IN TESTIMONY THEREOF, the BOARD and SUPERINTENDENT have caused these Amendments to the Contract to be executed in their respective names, and in the case of the BOARD, by its Chairperson, on the day and year first above written.

**GLASGOW INDEPENDENT SCHOOLS BOARD  
OF EDUCATION**

BY: Elaine Richardson  
ELAINE RICHARDSON, CHAIRPERSON

ATTEST:

Derek Sean Howard  
SECRETARY

Derek Sean Howard  
DEREK SEAN HOWARD,  
SUPERINTENDENT

**COMMONWEALTH OF KENTUCKY**

**COUNTY OF BARREN**

ACKNOWLEDGED to before me by ELAINE RICHARDSON, Chairperson of the Board of Education of the Glasgow Independent School District, and DEREK SEAN HOWARD, Superintendent, this 13th day of May, 2013.

Sue L. Furlong  
NOTARY PUBLIC  
State at Large: Kentucky  
My commission expires: 2-10-15