GLASGOW INDEPENDENT SCHOOLS
Glasgow, Kentucky
RENEWAL OF DEREK SEAN HOWARD EMPLOYMENT CONTRACT

This **EMPLOYMENT CONTRACT** made and entered into this 13th day of January, 2014 by and between the **BOARD OF EDUCATION OF GLASGOW INDEPENDENT SCHOOLS**, (hereinafter the "**BOARD**"), and **DEREK SEAN HOWARD** (hereinafter "**SUPERINTENDENT**"), was authorized by action of the Board at a lawful meeting of the BOARD held on the 13th day of January, 2014. The effective date of this Contract shall be July 1, 2014.

WITNESSETH:

WHEREAS, the current term of the contract of employment for Derek Sean Howard covers the period of July 1, 2010 through June 30, 2014, and WHEREAS, the parties desire to enter into a renewal of the employment contract of Derek Sean Howard, NOW, THEREFORE, That for and in consideration of the mutual covenants and conditions set forth herein, the **BOARD** and **SUPERINTENDENT**, covenant and agree, effective July 1, 2014, as follows:

01. <u>TERM OF EMPLOYMENT</u>.

The **SUPERINTENDENT** is hereby hired and retained for a term commencing on July 1, 2014 through June 30, 2018, as Superintendent for the Glasgow Independent School District.

02. <u>DUTIES OF SUPERINTENDENT</u>.

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, including but not limited to the statutory duties set forth in KRS 160.370 and KRS 160.390, regulations, 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.

E. Pursuant to KRS 160.350(2), the Superintendent shall not serve as director or officer of a bank, trust company, or savings or loan association that has the school district's funds on deposit.

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 240 required working days and the Board shall not pay the Superintendent's expenses incurred.

04. COMPENSATION OF SUPERINTENDENT.

Effective July 1, 2014, the Superintendent shall be paid a salary of One hundred fourteen thousand ($114,000.00) dollars per school year during the term of this contract and continue to receive the annual step increase allowed for certified employees along with any percentage raise granted unto any certified employees during the term of this contract. 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 (1) be in addition to the designated step increase allowed for certified employees, and (2) 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. <u>WORKING DAYS AND BENEFITS</u>.

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 240 working days with no paid vacation days. If the Superintendent elects to be away from the job for five (5) or more days consecutively during each school year, this absence shall be subject to prior 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. **Expenses**: The Board shall reimburse the Superintendent for reasonable job related expenses approved by the Board and incurred by the Superintendent.

D. **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), Family

membership at the Barren County Family YMCA and a civic club selected by the Superintendent.

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

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

G. CELL PHONE: The Board shall reimburse the Superintendent for one-half of his monthly cell phone bill.

H. OTHER BENEFITS: With the exception of the benefits set forth herein, no other benefits, including but not limited to Health insurance, are provided under this contract.

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. The terms and conditions of this Contract supersede all prior terms, conditions, agreements, arrangements and communications between the parties concerning such subject matter, whether oral or written.

IN TESTIMONY THEREOF, the **BOARD** and **SUPERINTENDENT** have executed this Contract 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:

D. 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 January, 2014.

Thomas W. Facin

NOTARY PUBLIC
State at Large: Kentucky
My commission expires: 3-19-16