

SUPERINTENDENT'S CONTRACT

THIS AGREEMENT is entered into this 16th day of April, 2013, by and between the Board of Education of Metcalfe County, Kentucky (hereinafter "Board"), and Benny Lile (hereinafter "Superintendent").

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

WHEREAS, this Agreement is made in accordance with and contingent upon the action of the Board as taken at a special meeting held on the 16th day of April, 2013, whereby the Board voted to employ Benny Lile as Superintendent of the Metcalfe 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 Metcalfe County School District as prescribed by the laws of the Commonwealth of Kentucky and by the policies and procedures of the Board of Education of Metcalfe County, Kentucky.

NOW THEREFORE, the Board and Superintendent agree as follows:

1. Term: The term of this Agreement shall commence on July 1, 2013 and terminate on June 30, 2017, unless terminated sooner under the provisions of paragraph 5 of this Agreement. The Board shall take action and notify the Superintendent in writing no later than March 31, 2017, concerning the renewal or non-renewal of this Agreement.

2. Professional Certification and Responsibilities of Superintendent:

a. Certification: The Superintendent shall furnish throughout the life of this Agreement 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 May 1, 2013 and July 1, 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 cost of said medical examination and certificate is to be borne by the Board less the amount paid by insurance.

c. Contract Days: This Agreement 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 Agreement. 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.

3. Compensation and Fringe Benefits:

a. Salary: The annual salary paid to the Superintendent during the first year of this Agreement shall be One Hundred Ten Thousand Dollars (\$110,000) to be paid on the same pay schedule as all other certified employees. The salary in each subsequent year shall not be less than the salary paid in the preceding year, and the Superintendent shall receive in each subsequent year the same annual District average percent increase provided by the Board to other certified employees of the District. The Board and Superintendent may mutually agree to further adjust the salary of the Superintendent during the term of this Agreement. Any such additional adjustment of salary made during the term of this Agreement shall be in the form of an amendment of this Agreement. 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. Health Insurance: The Superintendent shall participate in the State health insurance plan on the same basis as all certified employees of the District.

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 in accordance with the Board's policies applicable to all certified employees. In accordance with applicable law, the Superintendent shall be permitted to transfer to the District any unused sick leave days credited from another Kentucky public school district or the Kentucky Department of Education.

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

e. Life Insurance: The Superintendent shall participate in the State life insurance plan on the same basis as all certified employees of the District.

f. Expenses: The Board shall pay or reimburse the Superintendent for reasonable expenses approved by the Board and incurred by the Superintendent in the continuing performance of his duties under this Agreement, including but not limited to reimbursement for out-of-district travel at the rate adopted by the Board for all certified employees.

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.

h. Professional and Civic Dues: The Board shall, by direct payment or reimbursement, pay the professional and civic dues for the Superintendent's memberships in local, state and national organizations not to exceed Seven Hundred Dollars (\$700) annually without additional Board approval.

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 Agreement:

a. Mutual Agreement: The parties may terminate this Agreement 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 Agreement.

The Superintendent by execution of this Agreement 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, which 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 Agreement and shall terminate the Superintendent's rights to all salary, compensation, and fringe benefits effective as of the date of such death.

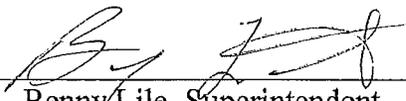
d. Permanent Disability: The Superintendent shall be deemed to be "permanently disabled" or shall be deemed to be suffering from a "permanent disability"

under the provisions of this Agreement 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 Agreement, a specific clause of the Agreement is determined to be illegal under federal or state law, the remainder of the Agreement not affected by such a ruling, shall remain in force.

WITNESS OUR HANDS the day and date first above written.

By: 
Benny Lile, Superintendent

BOARD OF EDUCATION OF METCALFE
COUNTY, KENTUCKY

By: 
Joey Shive, Chairman

FIRST AMENDMENT TO SUPERINTENDENT'S CONTRACT

This **FIRST AMENDMENT TO SUPERINTENDENT'S CONTRACT**, made and entered into as of this June 10, 2014, by and between **THE BOARD OF EDUCATION OF METCALFE COUNTY, KENTUCKY** (hereinafter "Board"), and **BENNY LILE** (hereinafter "Superintendent").

WITNESSETH:

WHEREAS, the Board and Superintendent entered into a Superintendent's Contract dated July 1, 2013; 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 June 10, 2014, whereby the Board voted to amend the Superintendent's Contract by and between the Board and Superintendent dated July 1, 2013.

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 1, 2013, as follows:

1. The parties hereby agree to amend the language contained in Paragraph 3(a) of the Superintendent's Contract entitled "Salary" to read as follows:

a. Salary: Commencing on July 1, 2014, the annual salary paid to the Superintendent shall be One Hundred Eleven Thousand One Hundred Dollars (\$111,100) to be paid on the same pay schedule as all other certified employees. The salary in each subsequent year shall not be less than the salary paid in the preceding year,

and the Superintendent shall receive in each subsequent year the same annual District average percent increase provided by the Board to other certified employees of the District. The Board and Superintendent may mutually agree to further adjust the salary of the Superintendent during the term of this Agreement. Any such additional adjustment of salary made during the term of this Agreement shall be in the form of an amendment of this Agreement. 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.

2. The parties hereby agree to amend the language contained in Paragraph 3(c) of the Superintendent's Contract entitled "Sick and Personal Days" to read as follows:

c. Sick and Personal Days: The Superintendent shall be entitled to twelve (12) days of paid leave per year for illness and three (3) paid days per year for personal reasons, which may accumulate without limit in accordance with the Board's policies applicable to all certified employees. In accordance with applicable law, the Superintendent shall be permitted to transfer to the District any unused sick leave days credited from another Kentucky public school district or the Kentucky Department of Education.

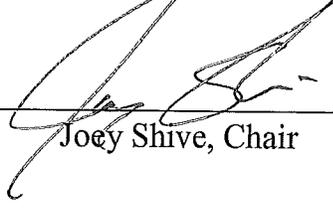
3. The parties hereby agree to amend the language contained in Paragraph 3(h) of the Superintendent's Contract entitled "Professional and Civil Duties" to read as follows:

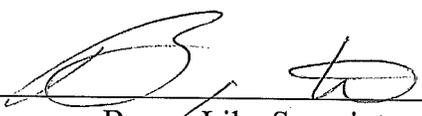
h. Professional and Civic Dues: The Board shall, by direct payment or reimbursement, pay the professional and civic dues for the Superintendent's memberships in the Kentucky Association of School Superintendents (KASS), Kentucky Association of School Administrators (KASA), and the American Association of School Administrators (AASA) annually without additional Board approval.

4. All other terms and conditions contained in the July 1, 2013 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 METCALFE
COUNTY, KENTUCKY

By: 
Joey Shive, Chair


Benny Lile, Superintendent