Butcher July 1, 2014

EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT made and entered into on the date hereinafter stated, by and between the Pulaski County Board of Education, party of the first part, hereinafter referred to as "Employer" or "Board" acting by and through its duly authorized Chairman, Cindy Price, and Steve Butcher, party of the second part, hereinafter referred to as "Employee" or "Superintendent."

AFTER having made an offer of employment and said offer having been accepted by Steve Butcher, parties do agree as follows:

NOW THEREFORE, for and in consideration of the mutual promises, benefits, and covenant hereinafter contained, the parties do now agree as follows:

1. The term of this contract is for a period beginning at 12:01 a.m. on the 1st day of July, 2014 and shall expire on the 30th day of June, 2018 at midnight.

   Pursuant to KRS 160.350(4), this Board may, no later than June 30, extend this agreement of the Superintendent for one (1) additional year beyond the current term of employment. The first extension can be made no later than June 30, 2015, for one additional year, and no later than June 30 of each subsequent year.

2. Consideration has been given to the educational training and experience of Steve Butcher, the academic achievements attained by this school district during the first contract between this Board and Steve Butcher, and to the average salary paid to superintendents of school districts comparable in size and responsibility at the time of this contract. Beginning July 1, 2014, the parties agree that the Pulaski County Board of Education shall pay to Steve Butcher the sum of One Hundred Fifty Thousand Dollars ($150,000.00) per year, which shall be based on a two hundred and forty (240) day

annual salary with an automatic adjustment of such salary each year (beginning July 1, 2015) equal to the percentage of increase granted to certified teachers within the Pulaski County School District. Compensation shall be deemed to be an annual sum, which shall be divided by twelve (12) equal installments or payments and shall be due and payable on the 30th day of each month, the same being the same date upon which other employees of the said Board are paid.

3. The Superintendent shall be reimbursed for personal expense incidental to travel on school business when itemized statements of travel and expense are submitted to the Board and the expenditures are approved by the Board. Further, the Pulaski County Board of Education shall either reimburse the Superintendent for dues and fees to professional and civic organizations and meetings as he shall deem necessary to permit him to keep fully current and qualified to maintain a high degree of professional standing, or said Board shall pay directly to said professional organizations the dues on behalf of the Superintendent or a combination of both, and expenses, costs and/or fees for educational seminars or training as deemed appropriate and necessary by the Superintendent.

   The Board shall pay for the Superintendent's medical/dental insurance premiums which are not paid by the Commonwealth of Kentucky and which policy/policies shall cover both the Superintendent and his family; the Board is mindful that the Affordable Care Act contains provisions that may affect the preceding condition. If the Affordable Care Act provides rules and enforcement of any discrimination penalties by any Federal or state agency, the section of this agreement requiring the Boards payment of medical/dental insurance premiums not paid by the Commonwealth of Kentucky, shall be void.

The Board shall reimburse the Superintendent for his contribution to said retirement system during the term of this contract.

The Superintendent shall be provided with professional liability insurance coverage, with liability limits of at least Five Million Dollars ($5,000,000.000), an Errors and Omissions Policy with limits of One Million Dollars ($1,000,000.00), and an umbrella coverage of Five Million Dollars ($5,000,000.00). The Superintendent shall be further entitled to purchase a life insurance policy or supplemental retirement annuity in the amount of Five Thousand Dollars ($5,000.00) per year, for the purpose of providing either life insurance coverage or deferred compensation, in the amount not to exceed Five Thousand Dollars ($5,000.00) annually, which said cost shall be deemed to be an additional portion of the Superintendent's annual salary.

The foregoing reimbursements shall be included in the monthly salary of the Superintendent.

The Board shall provide, or cause to be provided, such professional legal services as may be necessary to advise, counsel and defend the Superintendent on legal matters pertaining to the performance of his duties and in defense of any claims brought against him relating to such performance as Superintendent, so long as such legal services are not in conflict with the Pulaski County Board of Education. The Superintendent shall be represented in the discharge of his duties by the attorney representing the Pulaski County Board of Education, except when those services would be in conflict with the interest of the Board of Education. The determination of such conflict shall be determined by this Board. In the absence of such conflict with this Board, the Superintendent shall have the authority to

authorize the Board attorney to perform legal services on behalf of this school district, this Board of the Superintendent.

4. That the parties hereto do agree that the Superintendent shall retain both his administrative and teaching tenure (continuing contract status) and that the same shall be deemed to be unaffected by the acceptance of the position of Superintendent and that he shall retain all rights, privileges and benefits pertaining to such continuing contract status and "administrative tenure" as shall be applicable to teachers and administrators under the Kentucky Revised Statutes and Kentucky Administrative Regulations applying to educators and to schools in Kentucky.

5. That the Superintendent shall be permitted to take such leave for illness as is granted to other full-time twelve (12) month professional employees of the Board and shall retain those sick leave days accumulated through prior employment with the Board, said sick leave days to be retained and accumulated and paid at the time of retirement in the same manner as other full-time (12) month certified employees. Pursuant to this contract, the Superintendent is granted fifteen (15) paid vacation days per year and at the time of his retirement, the Superintendent shall be compensated for accumulated vacation days at the daily rate at the time of his retirement.

   The Superintendent shall further be entitled to the same number of "personal days" as are provided for teachers within the Pulaski County School System.

6. The Superintendent shall be granted the following holidays per year: New Year's Day, Memorial Day, Christmas, Thanksgiving, Independence Day, Martin Luther King Day, and Labor Day.

7. This Employment Agreement may be modified only by mutual written agreement of the parties hereto.

Done under our hands, this the day and year appearing by each of our signatures below.

EMPLOYER/BOARD
PULASKI COUNTY BOARD OF EDUCATION

BY: _____
CINDY PRICE, CHAIRMAN
DATE: 11/12/13

EMPLOYEE/SUPERINTENDENT

BY: Steve Butcher
STEVE BUTCHER
DATE: 11/12/13

STATE OF KENTUCKY
COUNTY OF PULASKI

I, Elizabeth C. Eng, the undersigned, a Notary Public within and for the above named County and State, hereby certify that the foregoing Employment Agreement was this day produced to me in the County and State aforesaid by the Pulaski County Board of Education, acting by and through its duly authorized Chairman, Cindy Price, and was duly signed and acknowledged before me by her in her said capacity to be her voluntary act and deed of the Pulaski County Board of Education.

Done under my hand and Notary Seal, this the 12th day of November, 2013.

Elizabeth C. Eng
NOTARY PUBLIC

ID: 457963
My Commission Expires: 1-11-2016

STATE OF KENTUCKY
COUNTY OF PULASKI

I, Elizabeth C. Eng, the undersigned, a Notary Public within and for the above named County and State, hereby certify that the foregoing Employment Agreement was this day produced to me in the County and State aforesaid by Steve Butcher, and was duly signed and acknowledged before me by him in his said capacity to be his voluntary act and deed.

Done under my hand and Notary Seal, this the 12th day of November, 2013.

Elizabeth C. Eng
NOTARY PUBLIC

ID: 457963
My Commission Expires: 1-11-2016