FIFTH ADDENDUM TO CONTRACT
RE-EMPLOYING SUPERINTENDENT

This Fifth Addendum to Contract Re-Employing Superintendent, by and between the Board of Education of Spencer County, Kentucky ("Board"), and Charles Adams, Superintendent ("Superintendent"), made and entered into this the 11th day of June, 2015, pursuant to, *inter alia*, KRS 160.350(4), commonly referred to as the "Evergreen Clause."

W I T N E S S E T H:

WHEREAS, the parties entered into a contract of employment for an initial term of July 1, 2007, to June 30, 2011, and this contract was fulfilled, thereby satisfying the completion of the Superintendent's first contract and service of four (4) years in the office of Superintendent;

WHEREAS, the parties entered into a contract of employment dated March 24, 2011, whereby the Board employed and appointed Charles Adams to continue as Superintendent of the Spencer County Schools for a term of July 1, 2011, to June 30, 2015;

WHEREAS, the Board took action upon motion and vote at a meeting on June 14, 2012, to extend the then-current term of the Contract as Superintendent for one (1) fiscal year pursuant to KRS 160.350(4), such that the term of the Contract as Superintendent was thereafter scheduled to expire on June 30, 2016;

WHEREAS, the Board took action upon motion and vote at a meeting on June 24, 2013, to further extend the then-current term of the Contract as Superintendent for one (1) fiscal year pursuant to KRS 160.350(4), such that the term of the Contract as Superintendent was thereafter scheduled to expire on June 30, 2017;

WHEREAS, the Board took action upon motion and vote at a meeting on November 25, 2013, to remove language from the Contract as Superintendent as necessary and appropriate to ensure compliance with the Patient Protection and Affordable Care Act and avoid any monetary penalty to the Board;

WHEREAS, the Board took action upon motion and vote at a meeting on June 12, 2014, to further extend the then-current term of the Contract as Superintendent for one (1) fiscal year pursuant to KRS 160.350(4), such that the term of the Contract as Superintendent was thereafter scheduled to expire on June 30, 2018;

WHEREAS, the Board took action upon motion and vote at a meeting on June 11, 2015, to further extend the current term of the Contract as Superintendent for one (1) fiscal year pursuant to KRS 160.350(4), with the record facts existing to support this action;

WHEREAS, the Board and the Superintendent agree and have been advised by retained legal counsel that the authority granted by KRS 160.350(4) may be exercised each successive year of a superintendent's term after the passing of the statutory prerequisites articulated therein, and that the exercise of such authority extends the then-current term by one (1) additional

Supt. initials CA
Date 06/22/15

Chair initials DH
Date 6-22-15

year, rather than bringing into existence a new term of one (1) year to run at the conclusion of the then-current term. In consideration of the potential KRS 160.350 might be judicially interpreted differently than the mutual understanding of the parties expressed in this instrument, the Board took action at its meeting on June 11, 2015, to specifically articulate its intent that the Superintendent remain under contract from July 1, 2015, through June 30, 2019. Therefore, it is agreed by the parties that the relationship between them as described herein should be preserved through reformation, novation, or otherwise as may be appropriate to reflect their mutual intent, as reflected by the multiple actions of the Board articulated hereinabove.

NOW THEREFORE, pursuant to the action of the Board as above detailed, the Board and Superintendent agree as follows:

1. Paragraph 1 of the Contract as Superintendent entered into on March 24, 2011, is hereby further amended such that the term of employment and appointment as superintendent shall now expire on June 30, 2019.

2. Other than as set forth and amended in ¶1 above, the parties agree to in all respects be bound by the Contract as Superintendent dated March 24, 2011, and state that Contract is in full force and effect with the salary being as last reflected in minutes of a duly held meeting of the Board incorporated and to be incorporated in the future by specific reference as if set out in full.

3. If, during the term of the Contract Re-Employing Superintendent, as extended, it is found that a specific provision is illegal under State or Federal law, the remainder of the Contract as Superintendent not affected shall be enforced.

BOARD OF EDUCATION
OF SPENCER COUNTY

ATTEST:

Board Secretary

BY: Debbie Herndon
Chairperson

6/22/15
Date

SUPERINTENDENT

Charles Adams

6/22/15
Date

FOURTH ADDENDUM TO CONTRACT
RE-EMPLOYING SUPERINTENDENT

This Fourth Addendum to Contract Re-Employing Superintendent, by and between the Board of Education of Spencer County, Kentucky ("Board"), and Charles Adams, Superintendent ("Superintendent"), made and entered into this the 23 day of JUNE, 2014, pursuant to, *inter alia*, KRS 160.350(4), commonly referred to as the "Evergreen Clause."

W I T N E S S E T H:

WHEREAS, the parties entered into a contract of employment for an initial term of July 1, 2007, to June 30, 2011, and this contract was fulfilled, thereby satisfying the completion of the Superintendent's first contract and service of four (4) years in the office of Superintendent;

WHEREAS, the parties entered into a contract of employment dated March 24, 2011, whereby the Board employed and appointed Charles Adams to continue as Superintendent of the Spencer County Schools for a term of July 1, 2011, to June 30, 2015;

WHEREAS, the Board took action upon motion and vote at a meeting on June 14, 2012, to extend the term of the Contract as Superintendent for one (1) fiscal year pursuant to KRS 160.350(4), such that the term of the Contract as Superintendent was scheduled to expire on June 30, 2016;

WHEREAS, the Board took action upon motion and vote at a meeting on June 24, 2013, to further extend the term of the Contract as Superintendent for one (1) fiscal year pursuant to KRS 160.350(4), such that the term of the Contract as Superintendent is scheduled to expire on June 30, 2017;

WHEREAS, the Board took action upon motion and vote at a meeting on November 25, 2013, to remove language from the Contract as Superintendent as necessary and appropriate to ensure compliance with the Patient Protection and Affordable Care Act and avoid any monetary penalty to the Board;

WHEREAS, the Board took action upon motion and vote at a meeting on June 12, 2014, to extend the present term of the Contract as Superintendent for one (1) fiscal year pursuant to KRS 160.350(4), with the record facts existing to support this action;

WHEREAS, the Board and the Superintendent agree and have been advised that the authority granted by KRS 160.350(4) may be exercised each successive year of a superintendent's term after the passing of the statutory prerequisites articulated therein, and that the exercise of such authority extends the then-current term by one (1) additional year, rather than bringing into existence

Supt. initials
Date 6/23/14

Chair initials
Date 6/23/14

a new term of one (1) year to run at the conclusion of the then-current term. In the event KRS 160.350 is judicially interpreted differently than this mutual understanding of the parties, a reformation of the contract will be appropriate to reflect the mutual intent of the Board and the Superintendent, as reflected by the multiple actions of the Board articulated hereinabove.

NOW THEREFORE, pursuant to the action of the Board as above detailed, the Board and Superintendent agree as follows:

1. Paragraph 1 of the Contract as Superintendent entered into on March 24, 2011, is hereby further amended such that the term of employment and appointment as superintendent shall now expire on June 30, 2018.

2. Other than as set forth and amended in ¶1 above, the parties agree to in all respects be bound by the Contract as Superintendent dated March 24, 2011, and state that Contract is in full force and effect with the salary being as last reflected in minutes of a duly held meeting of the Board incorporated and to be incorporated in the future by specific reference as if set out in full.

3. If, during the term of the Contract Re-Employing Superintendent, as extended, it is found that a specific provision is illegal under State or Federal law, the remainder of the Contract as Superintendent not affected shall be enforced.

BOARD OF EDUCATION
OF SPENCER COUNTY

ATTEST:

Board Secretary

BY: Jeanie Stevens
Chairperson

6-23-14
Date

SUPERINTENDENT

Charles Adams

6/23/14
Date

THIRD ADDENDUM TO CONTRACT
RE-EMPLOYING SUPERINTENDENT

This Third Addendum to Contract Re-Employing Superintendent, by and between the Board of Education of Spencer County, Kentucky ("Board"), and Charles Adams, Superintendent ("Superintendent"), made and entered into this the 16 day of December, 2013.

WITNESSETH:

WHEREAS, the parties entered into a contract of employment dated March 24, 2011, whereby the Board employed and appointed Charles Adams to continue as Superintendent of the Spencer County Schools for a term scheduled to expire on June 30, 2015;

WHEREAS, the Board took action upon motion and vote at a meeting on June 14, 2012, to extend the term of the Contract as Superintendent for one (1) fiscal year pursuant to KRS 160.350(4), such that the term of the Contract as Superintendent was scheduled to expire on June 30, 2016;

WHEREAS, the Board took action upon motion and vote at a meeting on June 24, 2013, to further extend the term of the Contract as Superintendent for one (1) fiscal year pursuant to KRS 160.350(4), such that the term of the Contract as Superintendent is scheduled to expire on June 30, 2017;

WHEREAS, pursuant to the Patient Protection and Affordable Care Act (PPACA), the Board, through its employees, has received guidance that a revision to the Superintendent's contract is necessary and advisable in order to avoid a monetary penalty to the Board in relation to the provision of group health insurance; and

WHEREAS, the Board took action upon motion and vote at a meeting on November 25, 2013, to remove language from the Contract as Superintendent as necessary and appropriate to ensure compliance with the PPACA and avoid any monetary penalty to the Board;

NOW THEREFORE, pursuant to the action of the Board as above detailed, and there being mutually satisfactory consideration to the parties, the Board and Superintendent agree as follows:

1. Paragraph 6.B. is hereby amended to read:

   The SUPERINTENDENT shall be entitled to all the benefits applicable to twelve (12) month administrative employees as are incident to their employment relationship with the Spencer County Schools, with such modifications as are

reflected hereinbelow, including, but not limited to, emergency leave (five days), leave for jury duty, personal leave (three days), and sick leave (twenty days), benefits under the Kentucky Teachers' Retirement System, and other administrative certified employee benefits as provided for in BOARD policy. Additionally, the SUPERINTENDENT shall be entitled to an allowance of not to exceed Two Thousand Five Hundred Dollars ($2,500) to be applied for reimbursement for the personal retirement contributions during the first two (2) years of this CONTRACT, with Three Thousand Seven Hundred Fifty Dollars ($3,750) being allowed for such purposes the third year of this CONTRACT, and Five Thousand Dollars ($5,000) for each subsequent year of the CONTRACT, including any extensions by exercise of the Evergreen Clause set out hereinabove, until the termination of this CONTRACT pursuant to Paragraph 10 hereinbelow.

2. Other than as set forth and amended in ¶1 above, the parties agree to in all respects be bound by the Contract as Superintendent dated March 24, 2011, and state that Contract is in full force and effect with the salary being as last reflected in minutes of a duly held meeting of the Board incorporated and to be incorporated in the future by specific reference as if set out in full.

3. If, during the term of the Contract Re-Employing Superintendent, as extended, it is found that a specific provision is illegal under State or Federal law, the remainder of the Contract as Superintendent not affected shall be enforced.

BOARD OF EDUCATION
OF SPENCER COUNTY

BY: Jeanie Stevens
Chairperson

ATTEST:
Secretary

SUPERINTENDENT
Charles Adams

Supt. initials

Chair initials

SECOND ADDENDUM TO CONTRACT
RE-EMPLOYING SUPERINTENDENT

This Second Addendum to Contract Re-Employing Superintendent, by and between the Board of Education of Spencer County, Kentucky ("Board"), and Charles Adams, Superintendent ("Superintendent"), made and entered into this the 24 day of June, 2013, pursuant to, *inter alia*, KRS 160.350(4), commonly referred to as the "Evergreen Clause."

WITNESSETH:

WHEREAS, the parties entered into a contract of employment dated March 24, 2011, whereby the Board employed and appointed Charles Adams to continue as Superintendent of the Spencer County Schools for a term scheduled to expire on June 30, 2015;

WHEREAS, the Board took action upon motion and vote at a meeting on June 14, 2012, to extend the term of the Contract as Superintendent for one (1) fiscal year pursuant to KRS 160.350(4), such that the term of the Contract as Superintendent was scheduled to expire on June 30, 2016;

WHEREAS, the Board took action upon motion and vote at a meeting on June 24, 2013, to further extend the term of the Contract as Superintendent for one (1) fiscal year pursuant to KRS 160.350(4), such that the term of the Contract as Superintendent is scheduled to expire on June 30, 2017;

WHEREAS, for good and valuable consideration recognized by each party to this Second Addendum to Contract Re-Employing Superintendent, including the Board's willingness to exercise its authority under KRS 160.350(4), as set out above, a change in the number of work days and accumulation and use of vacation days has been negotiated;

NOW THEREFORE, pursuant to the action of the Board as above detailed, the Board and Superintendent agree as follows:

1. Paragraph 1 of the original Contract as Superintendent is hereby further amended such that the term of employment and appointment as superintendent shall now expire on June 30, 2017.

2. Paragraph 6.A. is hereby amended to read:

> 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. If the SUPERINTENDENT

elects to be away from the job for more than five (5) working days consecutively, this shall be subject to BOARD approval.

3. Paragraph 6.G. is hereby amended to read:
Vacation Days — The SUPERINTENDENT shall be provided twenty (20) vacation days per fiscal year, with pay, which shall become available at the commencement of each fiscal year, and which shall be exclusive of legal holidays as reflected in the school calendar adopted by the BOARD for which the SUPERINTENDENT shall be paid, to be used at the discretion of the SUPERINTENDENT on any of the working days of this CONTRACT, subject however to the provisions of Paragraph 6A herein above. Unused annual vacation may accrue not more than ten (10) vacation days per fiscal year, provided, however, that the total number of accrued vacation days that may be available for use as of June 30 of each fiscal year of the Contract Re-Employing Superintendent, as extended, shall not exceed 150, which total shall include those unused vacation days that had accumulated as of June 30, 2013. Beginning with the vacation days earned at the commencement of the 2013-14 fiscal year, unused annual vacation days beyond the ten (10) subject to accrual shall be paid out to the SUPERINTENDENT annually at the then calculated daily rate of the CONTRACT. Additionally, unused annual vacation days subject to accrual which would cause the total number of accrued vacation days to exceed 150 as of each June 30 during the term of the Contract Re-Employing Superintendent, as extended, or as may be extended by further action of the BOARD, shall be paid out to the SUPERINTENDENT at the then calculated daily rate of the CONTRACT. The SUPERINTENDENT shall be compensated for all days accrued at the time of retirement, separation, or termination of employment. Upon retirement, the SUPERINTENDENT shall be paid the then current value of any unused vacation days as permitted by law.

4. Other than as set forth and amended in ¶¶ 1-3 above, the parties agree to in all respects be bound by the Contract as Superintendent dated March 24, 2011, and state that Contract is in full force and effect with the salary being as reflected in minutes of a duly held meeting of the Board incorporated and to be incorporated in the future by specific reference as if set out in full.

5. If, during the term of the Contract Re-Employing Superintendent, as extended, it is found that a specific provision is illegal under State or Federal law, the remainder of the Contract as Superintendent not affected shall be enforced.

BOARD OF EDUCATION
OF SPENCER COUNTY

BY: _____
Chairperson

ATTEST:

_____
Acting Secretary

SUPERINTENDENT

_____
Charles Adams