ADDENDUM TO CONTRACT
RE-EMPLOYING SUPERINTENDENT

This Addendum to Contract Re-Employing Superintendent, by and between the Board of Education of Woodford County, Kentucky ("Board"), and D. Scott Hawkins, Superintendent ("Superintendent"), made and entered into this the 27th day of May, 2014, 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 May 23, 2011, whereby the Board employed and appointed D. Scott Hawkins to continue as Superintendent of the Woodford County Public Schools for a term scheduled to expire on June 30, 2017;

WHEREAS, the Board took action upon motion and vote at a meeting on May 27, 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.

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 is hereby 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 May 23, 2011, and state that Contract is in full force and effect.

3. If, during the term of the Contract as Superintendent as extended for one (1) fiscal year 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 WOODFORD COUNTY

BY: _____
Chairperson

ATTEST:
_____
Secretary

_____
D. Scott Hawkins

WOODFORD COUNTY SCHOOLS
Versailles, Kentucky
FIRST AMENDED CONTRACT
RE-EMPLOYING SUPERINTENDENT

This FIRST AMENDED CONTRACT RE-EMPLOYING SUPERINTENDENT, made and entered into this 27th day of May, 2014, by and between the BOARD OF EDUCATION OF WOODFORD COUNTY, KENTUCKY (hereinafter "BOARD"), and DONALD SCOTT HAWKINS (hereinafter "SUPERINTENDENT"), and authorized by action at a lawful meeting of the BOARD held on May 27, 2014.

WITNESSETH:

NOW, THEREFORE, the BOARD and the SUPERINTENDENT, for the consideration herein specified, as well as the ongoing consideration as set out in the Contract Re-Employing Superintendent entered into between the BOARD and SUPERINTENDENT commencing on July 1, 2012, agree as follows:

5. ***COMPENSATION***

The salary for serving as SUPERINTENDENT shall be not less than One Hundred Thirty-nine Thousand Four Hundred Thirty-eight Dollars ($139,438) per school year. The salary shall be paid in equal and regular monthly installments on the same dates administrators who work twelve (12) months are paid.

The BOARD, based upon its evaluation of the SUPERINTENDENT, may adjust the salary of the SUPERINTENDENT during the term of this CONTRACT, provided that in no event shall the SUPERINTENDENT be paid less than the salary specified above. Any such adjustment of salary made during the term of this CONTRACT shall be in the form of an amendment to this CONTRACT. Any said adjustment shall become part of this CONTRACT, but it shall not be deemed that the BOARD and the SUPERINTENDENT have entered into a new CONTRACT, nor shall it be deemed that the termination date of the existing CONTRACT has been extended. Although the SUPERINTENDENT's salary may be increased at the discretion of the BOARD, nevertheless, this provision shall not be construed as an expectation by the SUPERINTENDENT that any such increase will occur. Nevertheless, and in any event, irrespective of any merit based adjustment in the salary during the term of this CONTRACT, the SUPERINTENDENT shall receive an increase each year of this CONTRACT no less than the flat or percentage increase as well as the average of step increases provided to other certified employees of the Woodford County Schools.

The BOARD shall evaluate and assess in writing the performance of the SUPERINTENDENT consistent with the present provisions of KRS 156.557 and any future amendment relating to the

Hawkins Initials DHJ

Chairperson Initials

evaluation of a superintendent during the term of this CONTRACT including any extension pursuant to the Evergreen Clause referenced hereinabove in Paragraph 1. This evaluation and assessment shall be reasonably related to the position description of SUPERINTENDENT and the goals and objectives of the School District for the period in question. The SUPERINTENDENT shall submit to the BOARD a recommended format for this written evaluation and assessment. The BOARD shall meet and discuss the evaluation format with the SUPERINTENDENT, attempting in good faith to agree on the development and adoption of a mutually agreeable evaluation format.

6. ***WORKING DAYS AND BENEFITS***

B. 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 Woodford County Schools, including, but not limited to, emergency leave, leave for jury duty, personal leave, and sick leave, forms of insurance protection, but specifically a health insurance plan, retirement program, and other administrative employee benefits.

All other provisions not addressed hereinabove of the Contract Re-Employing Superintendent effective to have commenced on July 1, 2012, remain unchanged, and are deemed to be incorporated herein by specific reference. The amendments to that Contract set out hereinabove will become effective July 1, 2014.

IN TESTIMONY THEREOF, the BOARD and the SUPERINTENDENT have caused this FIRST AMENDED CONTRACT RE-EMPLOYING SUPERINTENDENT 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.

BOARD OF EDUCATION OF WOODFORD COUNTY

BY: _____
CHAIRPERSON

ATTEST:

_____
SECRETARY

COMMONWEALTH OF KENTUCKY)
) Sct.
COUNTY OF Woodford)

Subscribed and sworn to before me by Ambrose Wilson IV Chairman, Woodford County Board of Education, on this the 27 day of May, 2014.

My Commission expires: January 13, 2015.

Hawkins Initials _____

Chairperson Initials _____

NOTARY PUBLIC

DONALD SCOTT HAWKINS
SUPERINTENDENT

COMMONWEALTH OF KENTUCKY)
) Sct.
COUNTY OF Woodford)

Subscribed and sworn to before me by DONALD SCOTT HAWKINS on this the 27 day of May, 2014.

My Commission expires: January 13, 2015.

NOTARY PUBLIC

Amy Marie Smith
Notary Public - State at Large
Kentucky
Commission No. 434866
My Commission Expires 1/13/2015

Hawkins Initials

Chairperson Initials

ADDENDUM TO CONTRACT
RE-EMPLOYING SUPERINTENDENT

This Addendum to Contract Re-Employing Superintendent, by and between the Board of Education of Woodford County, Kentucky ("Board"), and D. Scott Hawkins, Superintendent ("Superintendent"), made and entered into this the 22nd day of April, 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 May 23, 2011, whereby the Board employed and appointed D. Scott Hawkins to continue as Superintendent of the Woodford County Public Schools for a term scheduled to expire on June 30, 2016;

WHEREAS, the Board took action upon motion and vote at a meeting on April 22, 2013, 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.

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 is hereby amended such that the term of employment and appointment as superintendent shall now expire on June 30, ~~2017~~

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 May 23, 2011, and state that Contract is in full force and effect.

3. If, during the term of the Contract as Superintendent as extended for one (1) fiscal year 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 WOODFORD COUNTY

BY: _____
Chairperson

ATTEST:

_____
Secretary

_____
D. Scott Hawkins

WOODFORD COUNTY SCHOOLS
Versailles, Kentucky
CONTRACT RE-EMPLOYING SUPERINTENDENT

This CONTRACT, made and entered into this 23RD day of May, 2011, by and between the BOARD OF EDUCATION OF WOODFORD COUNTY (hereinafter "BOARD"), and DONALD SCOTT HAWKINS (hereinafter "SUPERINTENDENT"), and authorized by action at a lawful meeting of the BOARD held on the 23RD day of May, 2011.

WITNESSETH:

NOW, THEREFORE, the BOARD and the SUPERINTENDENT, for the consideration herein specified, agree as follows:

IT IS AGREED:

1. ***TERM OF EMPLOYMENT***
The SUPERINTENDENT is hereby re-hired and retained for a term commencing on July 1, 2012, to June 30, 2016, as Superintendent for the Woodford County Schools, Versailles, Kentucky. The "Evergreen Clause" provision set out in KRS 160.350(4) shall apply to this CONTRACT such that the CONTRACT may annually be extended for one (1) additional year provided the BOARD takes such action by motion prior to June 30 of that year.

2. ***CERTIFICATE***
The SUPERINTENDENT shall retain at all times during the term of this CONTRACT, a valid and appropriate certificate to act as Superintendent in accordance with the laws of the Commonwealth of Kentucky and as directed by the BOARD, and comply with KRS 160.350 and the Professional Code of Ethics for Kentucky school certified personnel as enacted by the Education Professional Standards Board.

3. ***DUTIES***
The SUPERINTENDENT shall have charge of the administration of the schools under the direction of the BOARD. The SUPERINTENDENT shall be chief executive officer of the BOARD; shall be responsible for implementation of BOARD policies; shall organize, reorganize, and arrange the administrative and supervisory staff, including instruction and business affairs, as best serve the School District; shall from time to time suggest policies and procedures deemed necessary for the well ordering of the School District, and in general perform all duties that are by law incident to the office of the SUPERINTENDENT and such other duties as may be prescribed by the BOARD from time to time. The BOARD, individually and collectively, shall promptly refer all criticisms, complaints, and suggestions called to its attention to the SUPERINTENDENT for

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study, recommendation, or appropriate action. The SUPERINTENDENT shall attend all BOARD meetings and all BOARD committee meetings unless excused for just cause.

4. ***PROFESSIONAL GROWTH OF SUPERINTENDENT***

The BOARD encourages the continuing professional growth of the SUPERINTENDENT through:

A. the operations, programs, and other activities conducted or sponsored by local, state, and national school administrator and school board associations;

B. seminars and courses offered by public or private educational institutions; and

C. information meetings with other persons whose particular skills or backgrounds would serve to improve the capacity of the SUPERINTENDENT to perform his professional responsibilities for the School District.

In its encouragement, the BOARD shall permit a reasonable amount of release time for the SUPERINTENDENT to attend to such matters and shall pay for the necessary fees for travel and subsistence expenses, as approved by the BOARD in the annual budget or otherwise by specific BOARD action.

5. ***COMPENSATION***

The salary for serving as SUPERINTENDENT shall be not less than One Hundred Thirty-three Thousand Two Hundred Fifty-one Dollars ($133,251) per school year. The salary shall be paid in equal and regular monthly installments on the same dates administrators who work twelve (12) months are paid.

The BOARD, based upon its evaluation of the SUPERINTENDENT, may adjust the salary of the SUPERINTENDENT during the term of this CONTRACT, provided that in no event shall the SUPERINTENDENT be paid less than the salary specified above. Any such adjustment of salary made during the term of this CONTRACT shall be in the form of an amendment to this CONTRACT. Any said adjustment shall become part of this CONTRACT, but it shall not be deemed that the BOARD and the SUPERINTENDENT have entered into a new CONTRACT, nor shall it be deemed that the termination date of the existing CONTRACT has been extended. Although the SUPERINTENDENT's salary may be increased at the discretion of the BOARD, nevertheless, this provision shall not be construed as an expectation by the SUPERINTENDENT that any such increase will occur. Nevertheless, and in any event, irrespective of any merit based adjustment in the salary during the term of this CONTRACT, the SUPERINTENDENT shall receive an increase each year of this CONTRACT no less than the flat or percentage increase as well as the average of step increases provided to other certified employees of the Woodford County Schools.

The BOARD shall evaluate and assess in writing the performance of the SUPERINTENDENT consistent with the present provisions of KRS 156.557 and any future amendment relating to the

Hawkins Initials

Chairperson Initials TBT

evaluation of a superintendent during the term of this CONTRACT including any extension pursuant to the Evergreen Clause referenced hereinabove in Paragraph 1. This evaluation and assessment shall be reasonably related to the position description of SUPERINTENDENT and the goals and objectives of the School District for the period in question. The SUPERINTENDENT shall submit to the BOARD a recommended format for this written evaluation and assessment. The BOARD shall meet and discuss the evaluation format with the SUPERINTENDENT, attempting in good faith to agree on the development and adoption of a mutually agreeable evaluation format.

6. ***WORKING DAYS AND BENEFITS***

A. It is understood and agreed that each school year, from July 1 through June 30 during the term of this CONTRACT, shall consist of 239 working days. If the SUPERINTENDENT elects to be away from the job for ten (10) or more working days consecutively, this shall be subject to BOARD approval.

B. 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 Woodford County Schools, including, but not limited to, emergency leave, leave for jury duty, personal leave, and sick leave, forms of insurance protection, but specifically a health insurance plan, retirement program, and other administrative employee benefits. Specifically in addition thereto, the SUPERINTENDENT may select a health, dental, life insurance, and/or disability plan, the premium expenses for which in the aggregate will not exceed a total of Five Thousand Dollars ($5,000) in any fiscal year during the term of this CONTRACT.

C. The BOARD recognizes the mutual benefits derived by the SUPERINTENDENT and the BOARD of the SUPERINTENDENT's membership in certain professional and civic organizations. The BOARD shall pay up to Three Thousand Dollars ($3,000) per fiscal year for professional and civic membership dues for the SUPERINTENDENT. In no event shall the BOARD pay more than the above amount in any fiscal year.

D. The BOARD shall pay or reimburse the SUPER-INTENDENT for reasonable expenses incurred in the performance of the duties of the SUPERINTENDENT, including professional travel in an amount not to exceed the amount actually incurred consistent with BOARD policy.

E. In light of the unique nature of the professional duties of the SUPERINTENDENT and in lieu of purchasing or

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leasing a vehicle for use by the SUPERINTENDENT or reimbursement for mileage and/or gasoline under Board Policy 03.125, the BOARD shall pay the SUPERINTENDENT an automobile allowance of Six Hundred Dollars ($600) per month for in-state travel incurred in connection with the performance of the duties as SUPERINTENDENT during the four (4) years of this CONTRACT and for any extended year as the result of the exercise by the BOARD of the Evergreen Clause referenced hereinabove in Paragraph 1.

F. Cellular Telephone — The SUPERINTENDENT shall be provided a Board owned cellular telephone or like kind of telecommunications device with Board contracted service to use in the execution of his duties.

7. ***OUTSIDE EXPENSES***

The SUPERINTENDENT may, with the express consent of the BOARD, serve as a consultant to other districts or educational agencies, or engage in writing and speaking activities, so long as such activities do not interfere with the SUPERINTENDENT's duties to this School District and are of short duration.

If the SUPERINTENDENT is compensated for outside activities by an agency other than this BOARD, the time involved for such functions will be considered as his leave, or leave without pay if he does not then have leave time available, and this BOARD will not pay the SUPERINTENDENT's salary or expenses for the activity.

8. ***PROFESSIONAL LIABILITY***

The BOARD agrees the SUPERINTENDENT shall be a covered insured, in his official and individual capacity, under any and all liability insurance policies or insurance trust programs in which the School District is a participant, as to any and all demands, claims, suits, actions and legal proceedings brought against the SUPERINTENDENT, provided the incident arose while the SUPERINTENDENT was acting within the scope of his employment and excluding criminal litigation and intentional acts, to the extent liability coverage is within the authority of the BOARD to provide under state and federal law.

9. ***NOTICE***

Any notice or communication permitted or required under this CONTRACT shall be in writing and shall become effective on the day of mailing thereof by first class mail, registered or certified mail, postage prepaid, addressed:

If to the BOARD, address to:
Chairman, Board of Education
Woodford County Schools
330 Pisgah Pike
Versailles, KY 40383

If to the SUPERINTENDENT, address to:
Superintendent
Woodford County Schools
330 Pisgah Pike
Versailles, KY 40383

10. ***TERMINATION OF EMPLOYMENT CONTRACT***
This CONTRACT may be terminated as per the Board's policy and under State statutory law and pertinent case decisions and shall also include the following:
a. By expiration of its term;
b. Mutual agreement of the parties;
c. Discharge for cause.

11. ***SAVINGS CLAUSE***
If, during the term of this CONTRACT, it is found that a specific clause of the CONTRACT is illegal under federal or state law, the remainder of the CONTRACT not affected by such a ruling shall remain in force.

12. ***MISCELLANEOUS***
This CONTRACT has been executed in Kentucky, and shall be governed in accordance with the laws of the Commonwealth of Kentucky in every respect.

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 CONTRACT, the text shall control.

This CONTRACT shall be executed in duplicate originals.

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

IN TESTIMONY THEREOF, the BOARD and the SUPERINTENDENT have caused this 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.

BOARD OF EDUCATION OF WOODFORD COUNTY

BY: _____
CHAIRPERSON

ATTEST: _____
SECRETARY

Hawkins Initials _____

Chairperson Initials TBJ

COMMONWEALTH OF KENTUCKY)
) Sct.
COUNTY OF Woodford)

Subscribed and sworn to before me by Thomas B. Lipton, Chairman, Woodford County Board of Education, on this the 23rd day of May, 2011.

My Commission expires: 11/15, 2012

Gail D. Bridell
NOTARY PUBLIC KNPSL

Donald Scott Hawkins
DONALD SCOTT HAWKINS
SUPERINTENDENT

COMMONWEALTH OF KENTUCKY)
) Sct.
COUNTY OF Woodford)

Subscribed and sworn to before me by DONALD SCOTT HAWKINS on this the 24th day of May, 2011.

My Commission expires: 11/15, 2012

Gail D. Bridell
NOTARY PUBLIC KNPSL

Hawkins Initials DSH

Chairperson Initials TBL