

**EMPLOYMENT AGREEMENT**

**ASHLAND INDEPENDENT SCHOOL DISTRICT**

THIS AGREEMENT is entered into and made effective as of the July 1, 2016, by and between **THE BOARD OF EDUCATION OF ASHLAND, KENTUCKY** (the "Board"), and **DEREK SEAN HOWARD** (the "Superintendent");

WITNESSETH:

WHEREAS, this Agreement is made in accordance with the action of the Board as set forth in Resolution of a meeting held on Tuesday, May 31, 2016, whereby the Board agreed to employ the said Derek Sean Howard as Superintendent of the Ashland Independent School District ("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 Schools in and for said District as prescribed by the laws of the Commonwealth of Kentucky and by the rules and regulations made thereunder by the Board of Education as well as local Board policy and all other applicable law as relates to the duties and obligations of a Superintendent of Schools.

NOW, THEREFORE, the Board and the Superintendent agree as follows:

**1. TERM OF EMPLOYMENT.**

The term of this Employment Agreement shall commence on July 1, 2016 and terminate June 30, 2020.

2. **PROFESSIONAL CERTIFICATION AND DUTIES OF SUPERINTENDENT.**

- a. **Certification.** Throughout the term of this Agreement, the Superintendent shall hold and maintain a valid Certificate for the Superintendency issued by the Commonwealth of Kentucky.
- b. **Duties.** The duties and responsibilities of the Superintendent shall be all those duties incident to the Office of Superintendent imposed by the law and regulations of the Commonwealth of Kentucky and in keeping with Board policy. Other duties and responsibilities as may be needed from time to time may be assigned to the Superintendent by the Board.
- c. **Outside Activities.** The Superintendent shall devote his time, attention, and energy to the business of the District. The Superintendent and Board recognize the advisability and on occasions the necessity of the Superintendent to attend seminars, courses, or programs conducted or sponsored at the local, state, or national levels. It is understood and agreed that the District shall permit a reasonable amount of time for the Superintendent to attend such meetings, for the Board to pay for necessary fees and travel and subsistence expenses as may be approved by the Board or as may be set forth in local Board policy. This provision shall be limited to seminars, courses, or programs that would be for the benefit of the District. The Board shall have ultimate discretion in determining the Superintendent's attendance and the amount of money to defray reasonable and necessary travel and subsistence expenses. However, if the Superintendent elects to attend any function, meeting, seminar, or program wherein he is compensated as a lecturer, consultant, or for such attendance, the time involved with

such functions shall not be considered as part of the 240 required contract days, and the Board shall not pay the Superintendent's expenses involved with such functions. The Superintendent shall reside within the District during the term of this Agreement.

**3. COMPENSATION.**

The Board shall pay the Superintendent at an annual salary of One Hundred Twenty-Five Thousand Dollars (\$125,000.00), to be paid in bi-weekly installments on the same dates that 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 Agreement; provided, however, 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 Agreement shall be in the form of an amendment to this Agreement. District-wide increases for classified/certified employees shall not apply to the Superintendent unless expressly approved by the Board for the Superintendent, it being understood that any such increases to the Superintendent's compensation package shall require specific Board action. Any said adjustment shall become part of this Agreement, but it shall not be deemed that the Board and Superintendent have entered into a new Agreement, nor shall it be deemed that the termination date of the existing Agreement 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. The Board shall devote a portion of one meeting, at least semi-annually, to be conducted in July and December, to an evaluation of the Superintendent's performance and to a discussion of the working relationship between the Superintendent and

the Board. Such semi-annual discussion shall be held in executive session at a Board meeting. It is expressly understood, however, that any increase in salary shall be at the final discretion of the Board.

**4. CONTRACT DAYS AND FRINGE BENEFITS.**

a. **Contract Days.** It is understood and agreed that each school year, from July 1 through June 30 during the term of this Agreement, shall consist of 240 contract days, with no paid vacation days. If the Superintendent elects to be away from the job for five (5) or more days consecutively, this shall be subject to 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. **Health Insurance.** The Superintendent shall participate in the State health insurance plan on the same basis as any other employee of the District.

c. **Professional Dues.** The Board recognizes that mutual benefits derived by the Superintendent and the Board of the Superintendent's membership in certain professional organizations. The Board agrees to pay the Superintendent's dues for the Kentucky Association of School Superintendents and the Kentucky Association of School Administrators.

d. **Automobile Expense.** The Board shall not provide the Superintendent with an automobile but shall pay Superintendent Five Hundred Dollars (\$500.00) per month for automobile expense.

e. **Retirement Benefits.** The Superintendent shall have the same retirement benefits as provided for certified employees under the Kentucky Teachers Retirement System and as in Board policy.

f. **Cell Phone.** The Board recognizes the need for a consistent and reliable communication system for the Superintendent to cover District responsibilities. The Board agrees to reimburse the Superintendent for his monthly cell phone charges.

g. **Moving Expenses.** The Board shall reimburse the Superintendent for his reasonable moving expenses to relocate to Ashland. The Superintendent shall obtain and submit to the Board three estimates from moving companies to establish reasonableness of the charge and reimbursement.

5. **TERMINATION OF EMPLOYMENT AGREEMENT.**

a. This Employment Agreement may be terminated as per Board Policy and as follows:

- i. Mutual agreement by the Parties.
- ii. Disability of the Superintendent; or
- iii. Discharge for cause as provided by law.

6. **KENTUCKY LAW AND BOARD POLICY.**

The Superintendent's duties and obligations are governed by Kentucky statutes and regulations and by Board policy, unless otherwise specifically modified hereinabove.

All benefits of the Superintendent are specifically stated in this Agreement and override any general policy which might be in existence for other employees.

**7. SAVINGS CLAUSE.**

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

**8. MISCELLANEOUS.**

This Agreement 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 such headings and the text of this Agreement, the text shall control.

This Agreement shall be executed in duplicate originals.

This Agreement contains all of the terms agreed upon by the Parties with respect to the subject matter of this Agreement 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 Superintendent have caused this Agreement 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.

THE BOARD OF EDUCATION OF  
ASHLAND, KENTUCKY

By: Carol Jackson  
Chairperson

ATTEST  
Steph E. Gilman  
Secretary

D. Sean Howard  
Superintendent

COMMONWEALTH OF KENTUCKY )  
COUNTY OF Boyd )

I, as Notary Public in and for the aforesaid county and state, do hereby certify that the foregoing Employment Agreement was this day before me in my said county and state duly executed and acknowledged by Derek Sean Howard to be his free act and deed.

This 15<sup>th</sup> day of July, 2016

Amy S. Wessel  
Notary Public, 516236

My Commission Expires July 29, 2018