SUPERINTENDENT'S CONTRACT

DANVILLE INDEPENDENT SCHOOLS

This Superintendent's Contract (hereinafter, "Agreement" or "Contract") is made and entered into the 27th day of May, 2014, but effective the 1st day of July, 2014. It is hereby agreed by and between the Board of Education of the Danville Independent School District located in Danville in the Commonwealth of Kentucky (hereinafter, "Board" or "District") and Dr. Keith Look (hereinafter, "Superintendent") that the Board in accordance with its action as found in the minutes of the meeting on the 27th day of May, 2014, has and does hereby employ Dr. Keith Look as Superintendent of Schools for a four (4) year period commencing July 1, 2014, and expiring on June 30, 2018. Both parties agree that Superintendent shall perform the duties of Superintendent in accordance with the common school laws and rules and regulations prescribed in pursuance thereof by the Kentucky State Board of Education and the Kentucky Revised Statutes Chapter 160 and other applicable law.

WITNESSETH

The applicable annual salary for the 2014 – 2015 school year shall be $135,000.00. The annual salary shall be paid in twenty-four equal installments.

That in each year of this Contract, the salary of the Superintendent shall be determined and set by the Board of Education.

That the District and Superintendent may mutually agree to adjust the salary of the Superintendent during the term of this Contract, but in no event shall he be paid less than the salary indicated for the 2014 – 2015 school year. Any adjustments in salary made during the life of this Contract shall be in the form of an amendment to this Contract, but it shall not be deemed that the District and Superintendent have entered into a new Contract or that the termination date of the existing Contract has been extended. In addition, beginning July 1, 2015, regardless of whether any merit-based adjustment in salary is made during the term of this Agreement, the Superintendent shall receive an increase each year of his term of employment no less than the flat or percentage increase as well as the average of step increases provided to other certified employees of the Danville Independent Schools.

As an additional benefit, the Board shall reimburse, on a monthly basis, Superintendent for (a) the deduction made from his base salary for KTRS contributions and (b) an amount equal to the premium for a standard family health insurance policy for each year that the Superintendent elects not to be covered through the available health insurance plan.

That the Superintendent is contracted to work 240 days per year and is considered a full-time annual employee.

Without limitation, the duties and responsibilities of the Superintendent shall be all those duties incident to the Office of Superintendent imposed by the laws and regulations of the Commonwealth of Kentucky and in keeping with Board policies. The Board may from time-to-time assign additional duties to Superintendent.

District agrees that it shall defend, hold harmless, and indemnify Superintendent from any and all demands, claims, suits, actions and legal proceedings brought against Superintendent in his individual capacity, or in his official capacity as agent and employee of the District, provided the incident arose while said Superintendent was acting within the scope of his employment and excluding criminal litigation and as such liability coverage is within the authority of the Board to provide under state law. In no case, however, will individual board members be considered personally liable for indemnifying said Superintendent against such demands, claims, suits, actions and legal proceedings.

If, in the good faith opinion of the Superintendent, a conflict exists as regards the defense of a claim between the legal position of the Superintendent and the legal position of the said District, the Superintendent may, with the approval of the Board, engage counsel of his own choosing and the District shall indemnify said Superintendent for the costs of his defense to the extent permitted by state law. District shall not, however, be required to pay any costs of any legal proceedings in the event the District and Superintendent have adverse interests in such legal proceedings.

Included in the duties of the Superintendent is and shall be the requirement of Superintendent to serve as the Secretary of the Board without additional compensation.

During the term of this Contract the Board shall conduct a formal professional evaluation of the Superintendent no later than August 1st of each year. In addition, the Superintendent shall have a comprehensive medical examination not less than annually and shall furnish to the Board a statement certifying his physical competency to perform the duties required of the Superintendent; and such written statement shall be furnished to the Chairman of the Board and shall be treated as confidential information by the Board, with the cost of said medical examination and report to be borne by the Danville Independent School District.

That throughout the term of this Contract the Superintendent shall be subject to discharge for good and just causes, provided the Board does not arbitrarily or capriciously call for his dismissal and that the Superintendent shall have the right to service of written charges, notice of hearing, and a fair hearing before the Board.

The Board shall pay directly or reimburse the Superintendent for his costs of membership in professional and local organizations as approved in advance by the Board.

The Board shall reimburse the Superintendent for school-related travel when such travel is a required part of his duties as per Board Policy 03.125.

The Board shall pay directly or reimburse the Superintendent for travel, meals, accommodations and registration fees for relevant state and national conferences as approved by the Board.

As a condition of employment, the Board requires that the Superintendent will reside within the district boundaries of the Danville Independent School District beginning no later than July 1, 2015, and continuing thereafter for the term of this Agreement. In this regard, the Board will reimburse the Superintendent for actual expenses incurred in moving his family, furniture, household goods, and related personal belongings to Danville, Kentucky. The amount reimbursed will be the lowest of three (3) quotes obtained by the Superintendent and is subject to advanced approval by the Board.

Except as provided differently in this Agreement, the Superintendent shall receive the same fringe benefits as are afforded other certified administrative and instructional personnel in the school system.

The Board shall include the Superintendent as a named insured on all policies of liability insurance and errors and omissions insurance offered through the auspices of the Kentucky School Boards Association and carried by the Board, on the same terms and conditions as said insurance applies to members of the Board while serving in office. The premium therefore shall be paid by the Board.

Prior to the effective date of this Agreement, the Superintendent shall furnish to the Board 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. As a condition of employment the Superintendent, as provided for herein, shall continue to hold his certificate of administration and supervision as required by law in the form of Continuing Certification for Superintendency, and his failure to so hold shall void this agreement. The Superintendent represents and warrants to the Board that there are no pending matters involving him before the Educational Professional Standards Board (or similar professional governing body) and, further, that he will inform the Chairperson of the Board in writing within 15 days of the filing of any such matter in the future.

To the extent permissible by KRS 160.350(4) and other applicable law, as amended from time-to-time, on or before June 30th of each year during the term of this Agreement, the District shall, upon motion and affirmative vote of a majority of the school board, have the right to add an additional year to the then-remaining balance of the term of the Agreement. A written amendment to the Agreement shall be executed by the Board Chairperson and the Superintendent, reflecting the additional year being added to the term of the Agreement and confirming that all other provisions of the Agreement shall remain in full force and effect.

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

Understood, agreed to, and entered into by the undersigned Superintendent individually and the Board by resolution of the Board at a duly called and held meeting where a quorum was present, this day and year first above written.

BOARD OF EDUCATION OF THE
DANVILLE INDEPENDENT SCHOOLS

BY: Jean K. Crowley

Jean K. Crowley, Chairperson

Dr. Keith Look, Superintendent & Secretary

Note: One copy of this Contract shall be filed with the Office of District Support Services, Kentucky Department of Education
One copy shall be retained for the Secretary's personal file.

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