SUPERINTENDENT EMPLOYMENT CONTRACT

THIS CONTRACT is made and entered into this 17th day of April, 2012, by and between the BOARD OF EDUCATION OF DAVIESS COUNTY, KENTUCKY, of 1622 Southeastern Parkway, Owensboro, Kentucky 42303, commonly known as the Daviess County School District (hereinafter referred to as "Board"), and OWENS SAYLOR of 117 Murphy Lane, Nicholasville, KY 40356 (hereinafter referred to as "Superintendent").

BACKGROUND

1. Board desires to employ Superintendent to perform the duties of that statutory office pursuant to KRS 160.350, as well as all other applicable law.

2. Superintendent desires to be employed by the Board in accordance with the terms of this Contract. Superintendent certifies that before he assumes his duties under this Contract, he shall present to the Board a statement signed by the Chief State School Officer of the Commonwealth of Kentucky stating therein that Superintendent has been duly issued a certificate of administration and supervision in accordance with all provisions of existing Kentucky law which qualifies him to hold the office of Superintendent for the Board.

3. Board and Superintendent believe that a written employment Contract is necessary to describe specifically their relationship and to serve as the basis of effective communication between them as they fulfill their governance and administrative functions in the operation of the educational program of the Daviess County Public Schools:

NOW THEREFORE, for and in consideration of the mutual covenants and promises hereinafter set forth, the sufficiency of said consideration being hereby acknowledged by both parties, it is agreed by and between the parties hereto as follows:

RECITALS

4. <u>EMPLOYMENT:</u>

Board hereby employs Superintendent, and Superintendent hereby enters into the employ of the Board as Superintendent of the Board in accordance with the Common School laws and the Rules and Regulations of the Kentucky State Board of Education. This employment shall be subject to the terms and conditions of this Contract.

5. DUTIES:

Superintendent shall be responsible for and perform all required statutory acts and duties incident thereto including but not limited to, the following:

A. The performing of all duties and responsibilities of Superintendent of the Board as set forth in the appropriate Job Description and Board policies as are now or hereafter adopted.

B. The performing for the Board of all duties and responsibilities of a school superintendent generally imposed by or implied from the laws of the Commonwealth of Kentucky including but not limited to, all applicable Kentucky and United States statutes, other applicable laws, rules or regulations, or customs or practices within the State of Kentucky.

C. The serving as Chief Administrative Officer and the executive officer of the Daviess County, Kentucky, School District. Superintendent shall be the executive agent of the Board and the professional advisor to the Board in all matters.

D. The performing of such other duties and responsibilities as from time to time may now or hereafter be assigned to Superintendent by the Board.

E. Superintendent shall be a full-time (12 months) certified employee.

F. Superintendent shall perform the duties of the Board Secretary without additional compensation.

6. TERM:

A. The term of this Contract shall begin the 1st day of July 2012 to be in effect through June 30, 2016., subject, however, to termination as hereinafter provided (Paragraphs 9, 10, and 11), and all other applicable law. This contract may be renewed at the sole discretion of the Board. If the Board determines not to renew the Contract, it shall notify the Superintendent of its intent no later than February 1, 2016.

B. **Evaluation:** Annually, but no later than April 1 of each year during the term of this Contract, Board shall review with Superintendent the Superintendent's job performance and his compensation; Superintendent's progress toward goals established by Board or Superintendent; the working relationship among the Superintendent, Board, the staff, the students and the community at large; changes in the annual salary and other terms and conditions of employment for the next subsequent year; and, any other matters relative to the employment of Superintendent. Superintendent shall annually advise the Board of this obligation in sufficient time to allow both Superintendent and Board to prepare for this meeting.

7. COMPENSATION:

Board shall pay to Superintendent, and Superintendent agrees to accept from Board, in full payment for Superintendent's services under this Contract, compensation and benefits as follows:

A. **Salary:** Board shall pay to Superintendent an annual salary for the four-year term of this Contract the sum of One Hundred and Forty-Five Thousand Dollars ($145,000). Each year of the Contract, the annual salary shall be increased by an amount at least equal to the greatest percentage increase received by any certified employee on any one rank and step of the district salary schedule.

This salary shall be paid in accordance with the payment schedule set in policies of the Board governing the payment of salaries for its full-time professional employees, or, as otherwise agreed. Board retains the right (but is not obligated) to adjust the annual salary of Superintendent during the term of this Contract; provided, however, that any salary adjustment shall not reduce the annual salary below the amount of salary at that time being earned by and paid to the Superintendent. It is understood, however, that by amending Superintendent's salary, or any benefits, it shall not be deemed that the Board has entered into a new agreement with Superintendent or has extended the termination date of this Contract.

B. **Benefits:** During the term of this Contract, Superintendent shall receive and participate in the benefits provided generally to all other full-time certified staff employees of Board. Such benefits shall be on the same basis as are available to those full-time certified staff employees, including but not limited to vacation leave, sick leave, personal leave, disability leave, health insurance, and all such other benefits as may from time to time be approved by Board. Such benefits are subject to change at any time on the same basis as generally changed for all other full-time certified staff employees.

C. **Additional Benefit-Vehicle:** Board agrees to provide for and make available to Superintendent a Board owned or leased automobile to be used by Superintendent during the term of this Contract. Board shall pay for all reasonable maintenance, gasoline, repairs, insurance and travel expenses incurred by Superintendent in the use of this vehicle.

D. **Moving Expenses**: The Board agrees to pay all reasonable relocation expenses incurred by Superintendent in the moving of his family to a residence in Daviess County, Kentucky. Such expenses shall not include any expenses incurred by Superintendent in his sale or purchase of residential real estate and shall be limited to usual "moving expenses" typically incurred by a person who uses a moving and storage company to move and relocate his/her personal property such as household goods, furnishings, clothing and related personal effects.

E. **Other Benefits:**

i. Legal or Board Created Benefits: Superintendent shall further be entitled to such other benefits as may from time to time be approved by the Board specifically for Superintendent or required to be provided Superintendent by law. Except for such benefits as set forth in this Contract, Superintendent shall be entitled to no further benefits from Board except as specifically required by law.

ii. The Board shall provide the Superintendent enhanced family health, dental and supplemental insurance plans at Board expense so long as Superintendent is employed as the Superintendent of the Daviess County Public Schools.

8. LOYALTY:

Superintendent shall devote all of Superintendent's time, attention, knowledge and skills solely and exclusively to the business and interests of Board. Superintendent may, however, with Board approval, undertake consulting work, speaking engagements, writing, lecturing, or other activities which do not interfere with the discharge of Superintendent's duties and responsibilities set forth in this Contract. The determination by the Board as to whether such other work/activities interferes with the discharge of Superintendent's duties and responsibilities hereunder shall be conclusive. Any fee, honorarium, gift or reimbursement for travel expenses received by Superintendent in performance of such work/activity shall be retained by the Superintendent except that the Superintendent shall not recover his costs/travel expenses from both the Board and other paying party.

9. DISCHARGE AND TERMINATION:

A. Superintendent may be discharged and this Contract terminated at any such time (even during the term of this Contract) for such cause as allowed by Kentucky and all other applicable law.

B. Should Superintendent voluntarily seek employment elsewhere during the term of this Contract, Superintendent shall notify Board as to his intentions to do so and the reasons for taking this action.

C. Should Superintendent receive an unsolicited offer(s) of employment or request(s) to be a candidate for other employment, Superintendent shall notify Board of his intentions to pursue such offer(s) or request(s) prior to his becoming a final candidate for any position so offered.

D. Failure of Superintendent to follow the procedures as set forth in Paragraph 9(B) and 9(C) above, relative to employment elsewhere, shall be deemed to constitute a material breach of Contract by Superintendent. Board may then, at its option, by a 4/5 vote of the membership of the Board, terminate this Contract, subject to

approval by the Chief State School Officer of the Commonwealth of Kentucky. Prior to any Board vote on the issue of termination under this Paragraph, Superintendent shall receive thirty (30) days advance written notification from the Board of the Board's intention to so terminate the Contract.

10. DISABILITY:

A. **Medical examination:** Superintendent shall have a comprehensive medical examination annually before the 1st day of June of each year of this Contract unless otherwise authorized or directed by Board. A report of this examination from the examining physician (chosen by Superintendent) shall be promptly filed with the Board. This filing requirement may be satisfied by submission of a letter from the examining physician stating that the Superintendent is physically and mentally capable of performing the duties of his office. Each year, Board may, at its option, require a second medical examination from a physician of its choice. All costs and expenses of these medical examinations and the reports shall be paid by Board.

B. **Inability to perform:** Should Superintendent become unable to perform his duties due to physical and/or mental conditions, upon expiration of all sick leave entitlement as provided by law or the policies of this Board, and upon written evaluation by a licensed physician designated by the Board indicating the job duties, this Contract shall be terminated by Board. The provisions of this Paragraph shall not be deemed to affect any other benefits which may be available to Superintendent, including but not limited to those available under the applicable retirement program, health insurance, workers' compensation or otherwise.

11. DEATH DURING EMPLOYMENT:

If Superintendent should die during the term of this employment, Board shall pay to the estate of Superintendent the compensation which otherwise would be payable to Superintendent up to the end of the month in which Superintendent's death occurs. Thereafter, Board shall have no further responsibility hereunder and this Contract shall automatically terminate effective the last day of the month in which the Superintendent's death occurs. This Paragraph shall not be deemed to affect any other benefits which may be available to Superintendent, including but not limited to those available under the applicable retirement program, health insurance, workers' compensation or otherwise.

Board shall, at its expense, provide one million dollars ($1,000,000.00) in term life insurance coverage as long as Owens Saylor remains Superintendent of the Daviess County Public Schools pursuant to this contract and extensions.

12. PROFESSIONAL ACTIVITIES:

Upon Board approval, Superintendent is encouraged to attend appropriate professional education meetings at the local, state and national levels. Board shall pay all reasonable expenses/costs incurred by Superintendent in his attendance to such

meetings as allowed by the general policies adopted by Board. In addition, Board shall pay the membership fees normally associated with membership in such professional education groups (example: KSBA, AASA, NSBA, KASA, KASS).

13. CIVIC AND COMMUNITY INVOLVEMENT:

Board encourages Superintendent to be "visible" as the Chief Executive Officer of the Daviess County Public School System. In this regard, Board will pay the reasonable membership dues and attending expenses incurred by Superintendent in his membership in any major civic clubs in the Owensboro, Daviess County, Kentucky, community.

14. TENURE:

Superintendent acknowledges that he is not eligible for tenure as Superintendent under Kentucky law. Moreover, neither this Contract nor matters regarding Superintendent's employment shall be deemed to confer tenure status on Superintendent whether express or implied. Superintendent's rights as Superintendent are limited to those set forth in this Contract.

The section does not waive any right to continuing contract status to which Superintendent may be eligible pursuant to KRS 161.721

15. MISCELLANEOUS:

A. **Governing law:** This Contract has been executed in the State of Kentucky and shall be governed in accordance with the laws of Kentucky in every respect – including all applicable administrative rules and regulations. This Contract is further subject to the Board's policies, rules and regulations as now or hereafter adopted. Any unexpected litigation between these parties regarding this Contract shall be filed, if at all, in the state and/or federal courts located in Owensboro, Daviess County, Kentucky.

B. **Headings:** Paragraph headings and numbers have been inserted for convenience or reference only. If there shall be any conflict between any such headings or numbers and the text of this Contract, the text shall control.

C. **Exclusive Terms:** This Contract contains all of the terms agreed upon by the parties with respect to the subject matter hereof and supersedes all prior agreements, contracts, arrangements and communications between the parties concerning such subject matter, whether oral or written, including but not limited to any prior contract.

D. **Severability:** The provisions of this Contract shall be deemed severable, and the invalidity of any portion hereof shall not affect the validity of the remainder thereof.

E. **Binding Effect:** This Contract shall be binding upon and inure to the benefit of the respective parties and their respective heirs, legal representatives, successors and assigns.

IN WITNESS WHEREOF, the parties hereto have duly executed this **SUPERINTENDENT EMPLOYMENT CONTRACT** as of the day and year first above written.

BOARD OF EDUCATION
OF DAVIESS COUNTY, KENTUCKY

BY: _____
FRANK RINEY, Chairperson

_____
OWENS SAYLOR, Superintendent

ACKNOWLEGEMENT

This will certify that there personally appeared before me, FRANK RINEY, Chairperson of the Board of Education of Daviess County, Kentucky, and OWENS SAYLOR, Superintendent, who each in my presence placed their signatures to this **SUPERINTENDENT EMPLOYMENT CONTRACT** and in so doing acknowledged that they executed this document freely, voluntarily and of their own accord on this the 17 day of April, 2012.

_____
Notary Public, State of Kentucky at Large

My commission expires: 8-21-12

THIS INSTRUMENT PREPARED BY:

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