Dayton Independent Schools District
Dayton, Kentucky
Contract Employing Superintendent

This CONTRACTUAL AGREEMENT made and entered into this 26th day of August 2015, by and between the DAYTON INDEPENDENT SCHOOLS BOARD OF EDUCATION (hereinafter the "BOARD"), and JAY BREWER (hereinafter "SUPERINTENDENT"), and authorized by action at a lawful meeting of the Board held on the 26th day of Aug. 2015.

WITNESSETH

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

IT IS AGREED:

1. TERMS OF EMPLOYMENT

   SUPERINTENDENT is hereby hired and retained for a term commencing on July 1, 2016, to June 30, 2020, as Superintendent of the Dayton Independent Schools District, Dayton, Kentucky.

2. DUTIES

   The duties and responsibilities of the SUPERINTENDENT shall be all those duties incident to the Office of the SUPERINTENDENT imposed by the law and regulations of the Commonwealth of Kentucky and as provided within BOARD policies. The BOARD may assign other duties and responsibilities as may be needed from time to time to the SUPERINTENDENT.

3. OUTSIDE ACTIVITIES

   SUPERINTENDENT shall devote his time, attention, and energy to the business of the school district.

   The SUPERINTENDENT and BOARD recognize the advisability and on occasions the necessity of SUPERINTENDENT to attend seminars, courses, or programs conducted or sponsored at the

R.S. P.G. J.B.

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, including membership fees, and travel and subsistence expenses as may be approved by the BOARD or 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 Dayton Independent Schools.

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 241 day required working days and the BOARD shall not pay the SUPERINTENDENT's expenses involved with such functions.

4. COMPENSATION

The annual (per school year) salary for serving as superintendent shall be $127,978.00 plus any percent increase applied to other certified employees in the School District plus the stipend of the Regional School Program Coordinator (RSPC) salary, so long as the SUPERINTENDENT continues to fulfill the role of the RSPC. The SUPERINTENDENT'S salary shall be increased by the sum of $5,000.00 every year on July 1 of each year in which this AGREEMENT remains effective. The salary shall be paid in equal and regular installments on the same dates administrators who work twelve (12) months are paid. The SUPERINTENDENT shall receive the same increase of his total salary described above for each year that the certified staff receives and his salary shall increase as he proceeds through the salary schedule by rank and experience.

The BOARD based upon its evaluation of the SUPERINTENDENT, may adjust the salary of the SUPERINTENDENT during the term of this AGREEMENT, 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 AGREEMENT shall be in the form of an amendment to this AGREEMENT, but 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 such increase shall occur. The BOARD shall conduct an evaluation of the SUPERINTENDENT. The BOARD shall devote a portion of one meeting to an evaluation of the SUPERINTENDENT's performance and to a discussion of the working relationship between the SUPERINTENDENT and the BOARD. The evaluation and assessment shall be reasonably related to the position description of SUPERINTENDENT and the goals and objectives of the District. The SUPERINTENDENT shall submit to the BOARD a recommended format for this written evaluation and assessment.

5. WORKING DAYS AND BENEFITS

a. Working Days – It is understood and agreed that each school year from July 1 through June 30 during the term of this agreement, the SUPERINTENDENT shall engage 241 working days. The parties acknowledge that there are 260 (52 x 5) working days in one year. In addition to the 19 (260 – 241) days of leave which the SUPERINTENDENT is entitled to, the SUPERINTENDENT shall also be entitled to an additional 12 days of vacation. In addition to the 19 days of leave and the 12 days of vacation which the SUPERINTENDENT is entitled to, the SUPERINTENDENT shall also be entitled to be paid for the holidays provided in Board Policy 03.122 and an additional 3 holidays. In the event that the SUPERINTENDENT does not utilize one or more of his 12 vacation days, such unused days shall be added to the next school years vacation days. In the event this agreement is terminated under paragraph 6 of this agreement, then the SUPERINTENDENT shall receive a sum of pay from the BOARD equal to the SUPERINTENDENT'S daily rate at the time of termination per unused vacation day. The per diem amount the SUPERINTENDENT shall receive per unused vacation day shall be increased each year the

SUPERINTENDENT receives an increase in compensation. The BOARD shall establish an annual work calendar for the SUPERINTENDENT during the month of June for each following year and such calendar shall designate the non-work days associated with this AGREEMENT.

b. Leaves – The SUPERINTENDENT shall accrue all leave days as authorized by BOARD policy for certified employees.
c. Expenses – The BOARD shall pay or reimburse SUPERINTENDENT for reasonable expenses approved by the BOARD and incurred by SUPERINTENDENT in the continuing performance of his duties under this agreement, as determined by the BOARD and according to BOARD policies.
d. Retirement Benefits – The BOARD shall pay a sum to the SUPERINTENDENT each pay period in an amount equal to the amount the SUPERINTENDENT contributes to the Kentucky Teachers' Retirement System.
e. 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.

6. TERMINATION OF EMPLOYMENT AGREEMENT

This agreement may be terminated as per BOARD Policies and shall also include the following:

a. By expiration of its term;
b. Mutual agreement of the parties; and
c. Discharge for cause.

In the event this Agreement is terminated, the BOARD shall pay for and be responsible for any reasonable legal expenses the SUPERINTENDENT incurs after termination of this Agreement related to the SUPERINTENDENT'S defense of any claims which result from the SUPERINTENDENT'S actions or inactions in the SUPERINTENDENT'S official capacity as the Superintendent of the BOARD.

R.S. P.G. J.B.

7. BOARD POLICY

The SUPERINTENDENT's duties and obligations are governed by BOARD policy, unless otherwise specifically modified hereinabove.

8. SAVING CLAUSE

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

9. 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. Any court action that is filed by either party or any other person or entity relating to this agreement or the relationship between the parties shall be filed in the State Courts of the County of Campbell in the Commonwealth of Kentucky.

Paragraph headings have been inserted for convenience or reference only. If there is 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.

Upon and after the effective date of this Agreement, the Contract Employing Superintendent (Original Contract) entered among these parties at the BOARD Meeting on May 14, 2012 shall be null, void and of no effect along with the Original Contract's First, Second and Third Amendments.

R.S. P.G. J.B.

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.

DAYTON INDEPENDENT BOARD OF EDUCATION

BY: Rosann Sharon
ROSANN SHARON, CHAIRPERSON

ATTEST:

Patricia Gosney
PATRICIA GOSNEY, FINANCE OFFICER

COMMONWEALTH OF KENTUCKY
COUNTY OF CAMPBELL, SS

SWORN AND SUBSCRIBED TO AND INITIALED before me a Notary Public by the above named Chairperson of the Dayton Independent Schools Board of Education, Rosann Sharon, on this 26th day of Aug, 2015.

Mary McCormick
NOTARY PUBLIC – State at Large ID 472836
My Commission expires: 9/13/16

COMMONWEALTH OF KENTUCKY
COUNTY OF CAMPBELL, SS

SIGNED before me a Notary Public by the above named Finance Officer of the Dayton Independent Schools Board of Education, Patricia Gosney, on this 26th day of August, 2015.

Mary McCormick
NOTARY PUBLIC – State at Large ID 472836
My Commission expires: 9/13/16

JAY BREWER, SUPERINTENDENT

RS
R.S.

PG
P.G.

JB
J.B.

COMMONWEALTH OF KENTUCKY
COUNTY OF CAMPBELL, SS

SWORN AND SUBSCRIBED TO AND INITIALED before me a Notary Public by the above named Jay Brewer on this 26th day of Aug, 2015.

Mary McCormick
NOTARY PUBLIC – State at Large ID 472836
My Commission expires: 9/13/16

RS
R.S.

PG
P.G.

JB
J.B.