

MERCER COUNTY SCHOOLS
Harrodsburg, Kentucky
CONTRACT EMPLOYING SUPERINTENDENT

This CONTRACT, made and entered into this 7th day of June, 2012, by and between the BOARD OF EDUCATION OF MERCER COUNTY (hereinafter the "BOARD") and Dennis A. Davis (hereinafter the "SUPERINTENDENT"), and authorized by action at a lawful meeting of the BOARD held on the 24 day of April, 2012;

WHEREAS, the BOARD and the SUPERINTENDENT believe that the CONTRACT is beneficial in describing specifically their relationship and to serve as the basis of effective communication between the parties as the parties fulfill their respective functions in the operation of the Mercer County Schools;

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

1. TERM

In consideration of the SUPERINTENDENT's promises, as set out herein, the BOARD employs and the SUPERINTENDENT accepts employment as SUPERINTENDENT of Mercer County Schools for a term commencing July 1, 2012, and ending June 30, 2016.

2. PROFESSIONAL CERTIFICATION, DUTIES AND RESPONSIBILITIES

- A. Certification. The SUPERINTENDENT shall hold a valid SUPERINTENDENT's certificate in administration and supervision issued by the Education Professional Standards Board.
- B. Duties and Responsibilities. The SUPERINTENDENT shall be the executive agent of the BOARD and shall carry out all duties and responsibilities incident to the office of SUPERINTENDENT as assigned by law and such other duties as may be prescribed by the BOARD. The SUPERINTENDENT shall not engage in outside employment without an advance written request and specific consent of the BOARD set out in the minutes of a duly held meeting of the BOARD. Subject to BOARD policies, the SUPERINTENDENT shall supervise the general conduct of the schools, the course of instruction, the discipline of students, and the management of business affairs. The SUPERINTENDENT shall execute the educational policies, orders, directives, and administrative functions of the BOARD, and shall from time to time recommend regulations, policies, and procedures deemed necessary for the well ordering of the school district. The SUPERINTENDENT shall be responsible for the hiring, dismissal, and supervision of all personnel in the district, pursuant to the statutes of the

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Commonwealth of Kentucky. Members of the BOARD, individually and collectively, shall promptly refer all criticisms, complaints, and suggestions called to their attention to the SUPERINTENDENT for study, appropriate action, or recommendation. The SUPERINTENDENT shall attend all BOARD meetings except when otherwise provided by law both as to serving in the capacity as superintendent or as secretary. The SUPERINTENDENT shall also attend all BOARD committee meetings, serve as an ex-officio member of all BOARD committees, and provide administrative recommendations on each item of business considered by each committee.

No policy of the BOARD shall diminish the SUPERINTENDENT's legitimate power or authority as prescribed by the applicable laws of the Commonwealth of Kentucky. Moreover, all duties assigned to the SUPERINTENDENT by the BOARD shall be appropriate to and consistent with the professional role and responsibility of the SUPERINTENDENT.

3. PROFESSIONAL GROWTH AND DEVELOPMENT

The BOARD encourages the continuing professional growth and development of the SUPERINTENDENT. 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. The BOARD shall permit a reasonable amount of release time for the SUPERINTENDENT to attend such matters and shall pay for the necessary fees, travel, and subsistence expenses as reasonable, as approved by the BOARD in the annual budget or otherwise by specific BOARD action 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 Mercer County Schools. 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.

4. COMPENSATION AND EVALUATION

The salary for serving as SUPERINTENDENT shall be Ninety-two Thousand, Five Hundred Dollars (\$92,500) per school year. The salary will be paid in bi-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

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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 evaluate and assess in writing the performance of the SUPERINTENDENT at least once each school year during the term of this CONTRACT. This evaluation and assessment shall be reasonably related to the position description of the SUPERINTENDENT and the goals and objectives of the Mercer County Schools 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.

5. 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 240 working days leaving twenty (20) noncontract days each school year. If the SUPERINTENDENT elects to be away from the job for five (5) or more working days consecutively or for more than fifteen (15) working days in any school month, 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. The SUPERINTENDENT shall be entitled to all the benefits applicable to twelve (12) month certified employees as are incident to their employment relationship with the Mercer County Schools, including, but not limited to, sick leave and other leaves created by statute or BOARD policy, any forms of insurance protection, retirement programs, and any other twelve (12) month certified employee benefit.
- C. The SUPERINTENDENT shall accrue all leave days as authorized by BOARD Policy for certified employees. In addition, the SUPERINTENDENT shall receive ten (10) days of annual leave, with pay, which shall be exclusive of legal holidays and other days not considered workdays pursuant to the school calendar adopted by the BOARD. Days of annual leave not taken by the SUPERINTENDENT shall accrue, up to a maximum of forty (60) days, and the SUPERINTENDENT shall be compensated for all days accrued at the time of retirement, separation, or termination of employment as SUPERINTENDENT.
- D. The SUPERINTENDENT shall devote himself exclusively to his duties. With prior approval from the BOARD, the SUPERINTENDENT may undertake consultative work, speaking engagements, lecturing, writing, or other professional duties and obligations, which do not impede or conflict with the SUPERINTENDENT's duties and are of short duration.

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If the SUPERINTENDENT is compensated for outside activities by any agency other than this BOARD, the time involved for such functions will be considered as vacation time and this BOARD will not pay the SUPERINTENDENT's salary or expenses for the activity.

- E. The BOARD recognizes the mutual benefits derived by the SUPERINTENDENT and the BOARD of the SUPERINTENDENT's membership in certain professional and civic organizations. Therefore, the BOARD shall pay the SUPERINTENDENT's membership charges or dues to the following professional associations: the Kentucky Association of School Superintendents, the Kentucky Association of School Administrators, and one civic club of the SUPERINTENDENT's choice.
- F. The SUPERINTENDENT shall have the same retirement benefits as provided certified employees under the Kentucky Teachers Retirement System and as in BOARD policy.
- G. The SUPERINTENDENT shall have available for use in his home an Arc Trainer Elliptical Machine owned by the BOARD, and/or such other exercise equipment as may be owned by the BOARD, available for such use, and acceptable to the SUPERINTENDENT. Any such equipment shall be returned to the BOARD upon the conclusion of the term of this CONTRACT.
- H. The SUPERINTENDENT may select a family health insurance plan from the health insurance options made available to all eligible employees, and the BOARD will pay the premium expense for such plan during the term of this CONTRACT.
- I. The BOARD agrees that each fiscal year during the term of this CONTRACT, the SUPERINTENDENT will be authorized to expend, at his discretion and without prior approval of the BOARD, the sum of \$5,000, according to Red Book policies and otherwise consistent with procurement law.
- J. All benefits of the SUPERINTENDENT are specifically stated in this CONTRACT, which overrides any general policy which might be in existence for other employees.

6. EXPENSES

The BOARD shall pay or reimburse the SUPERINTENDENT for reasonable expenses approved by the BOARD and incurred by the SUPERINTENDENT in the continuing performance of the SUPERINTENDENT's duties under this CONTRACT as

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determined by the BOARD and according to BOARD policy. Reimbursement for necessary travel by automobile will be reimbursed at the School District's mileage rate.

A BOARD-owned vehicle shall be available for the SUPERINTENDENT's business use within the state.

7. 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.

8. 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, addressed to:
Chairman, Board of Education
of Mercer County
371 East Lexington Street
Harrodsburg, Kentucky 40330

or the then-current address of the Board of Education.

If to the SUPERINTENDENT, addressed to:
Dennis A. Davis, Superintendent
Mercer County Schools
371 East Lexington Street
Harrodsburg, Kentucky 40330

or the then-current address of the Board of Education.

9. TERMINATION

This CONTRACT may be terminated by:

- A. Expiration of its term;
- B. Mutual agreement of the parties;
- C. Retirement of the SUPERINTENDENT; or
- D. Discharge for legal cause pursuant to KRS 160.350.

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