

EMPLOYMENT AGREEMENT

This Employment Agreement made and entered into this 13 day of May, 2013, by and between the Board of Education of the Owensboro Independent School District of Owensboro, Kentucky, (hereinafter called the "Board"), and Nicholas Brake of Owensboro, Kentucky (hereinafter called the "Superintendent").

WHEREAS, at a special called meeting of the Board held on May 13, 2013, a motion was made, seconded, and unanimously passed, to appoint Nicholas Brake as Superintendent of the Owensboro Independent School District for a new term commencing on July 1, 2013, and terminating at the close of business on June 30, 2017, and further authorizing the Board to enter into an employment agreement with the said Nicholas Brake in accordance with the verbal understanding and agreement heretofore reached between the parties.

NOW, THEREFORE, for and in consideration of the premises, and of the mutual rights and obligations hereinafter set forth, the Board has, and does hereby, employ the said Nicholas Brake as Superintendent of the Owensboro Independent School District for a term commencing on July 1, 2013, and continuing up to and including June 30, 2017; and both parties agree and understand that Superintendent shall perform the duties as such in and for the public schools served by the Board, as prescribed by the laws of the Commonwealth of Kentucky, and pursuant to the rules and regulations made thereunder by this Board, or otherwise, and upon

the following terms and conditions, to-wit:

1. It is agreed and understood that Superintendent shall, throughout the term of his employment as such, maintain and furnish a valid and appropriate certificate evidencing his authority to act as a superintendent according to the laws of the Commonwealth of Kentucky and the regulations of the Kentucky Department of Education.

2. Superintendent agrees to faithfully perform the duties of Superintendent as required by law. As compensation for so doing, the Board shall pay to Superintendent an annual salary of \$144,000.00. During the term hereof, this salary shall remain constant, and shall not be subject to across the board approved percentage increases and/or raises given to other professional employees. However, at the end of the second year hereof, at the discretion of the Board, performance based increases in Superintendent's salary may be considered and awarded.

3. The parties agree and understand that Superintendent shall also act as secretary to the Owensboro Board of Education, for which services he shall receive no additional compensation.

4. The Board shall provide Superintendent with an automobile to be used for his lawful use in performing his obligations hereunder during the time of his employment; and the Board shall be responsible for the costs of all customary repairs, insurance, maintenance and expenses related thereto.

5. Superintendent shall be entitled to the benefits of the

pension plan now or hereafter in effect for certified employees. In addition thereto the Board shall provide Superintendent with individual coverage under the medical/hospitalization insurance program provided by the State of Kentucky, or its equivalent, as it may exist from time to time.

6. Superintendent shall be entitled to customary sick days, which may be accumulated and carried over into future years. In the event of Superintendent's mental, emotional or physical disability for a continuous period of three months, to be calculated after using all available sick days, the Board shall have the right to immediately terminate this Agreement.

7. The Board shall be responsible for the payment of Superintendent's dues and reasonable expenses incurred as a member of professional organizations, participation in which may be deemed necessary for carrying on his job as Superintendent. The Board shall also be responsible for the payment of Superintendent's reasonable expenses incurred in attending professional meetings and/or conventions deemed necessary or important to Superintendent's position with the Owensboro Independent School District.

8. Throughout the term of this Employment Agreement, or any extensions thereof, Superintendent shall be subject to discharge by the Board on the grounds of immorality, insubordination, neglect of duty, mental, emotional or physical disability (subject to the terms of paragraph 6 above), habitual and/or excessive use

of alcoholic beverages and/or illegal drugs, conviction of a felony or a crime of moral turpitude, advocating the overthrow of the government of the United States or the Commonwealth of Kentucky by force, violence, or other unlawful means, failure to prudently fulfill the duties and responsibilities imposed upon Superintendents by the laws of the Commonwealth of Kentucky, failure to comply with such reasonable requirements as the Board may prescribe, or any cause which constitutes grounds for the revocation of such Superintendent's certificate. Provided, however, the Board shall not arbitrarily or capriciously call for Superintendent's dismissal; and Superintendent shall, upon a written request, have the right to written charges, a notice of hearing and a fair hearing before the Board. At any such hearing before the Board, the Superintendent shall have the right to be present; to be heard; to be represented by legal counsel at his own expense; to confront and cross examine any witnesses who might testify against him; and to present through witnesses any testimony relevant to the issues involved. A transcript of the record of the proceedings before the Board at any such hearing shall be made available without charge to the Superintendent in the event an appeal is taken by the Superintendent from any action taken by the Board at any such hearing.

9. Upon request, and at the expense of the Board, the Superintendent does hereby agree to submit to an annual medical and/or mental examination, and to furnish the Chairman of the

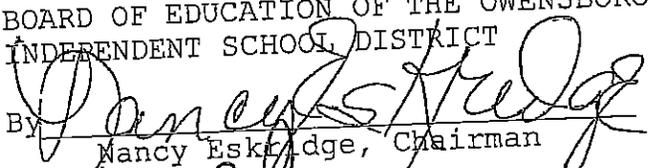
Board a statement certifying as to his physical and/or mental competency to carry forth the duties called for herein. This statement shall be treated as confidential information by the Board.

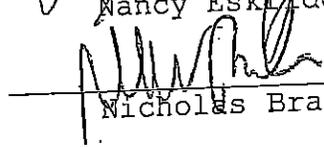
10. Superintendent shall have the right to engage in consulting, teaching and/or lecturing activities outside the school district as long as such activities do not interfere with, or in any way adversely affect, the performance of his duties as Superintendent, as determined by the Board.

IN TESTIMONY WHEREOF, witness the signatures of the parties hereto, in duplicate, on this the day and year first hereinabove written.

BOARD OF EDUCATION OF THE OWENSBORO
INDEPENDENT SCHOOL DISTRICT

By


Nancy Eskridge, Chairman


Nicholas Brake