The Daviess County Board of Education met pursuant to notice for a Special called meeting in Owensboro, KY on Monday, March 20th at 4:30 p.m. The meeting was held at Tamarack Elementary School located at 1733 Tamarack Road, Owensboro, KY.

Attendance Taken at 4:30 PM:
Present Board Members:
Mr. Mike Clark
Dr. Tom Payne
Mr. Todd Anderson
Mr. Dale Stewart
Mr. Frank Riney

#332  1. CALL TO ORDER
Mr. Mike Clark, Board Chair called the meeting to order

#333  2. ROLL CALL
Roll call shows all members were in attendance

#334  3. COMMUNICATIONS FROM THE BOARD
Mr. Mike Clark, Board Chair thanked the screening committee for all the hard work and dedication they provided during this process. Mr. Clark also thanked the Board for the time and commitment that was involved in the interviewing and selection process for our new Superintendent.
#335 4. ACTION ITEMS:
4.1. APPOINTMENT OF SUPERINTENDENT
Mr. Mike Clark, Board Chair made a Motion for the Board to Appoint Mr. Matt Robbins as Superintendent for the Daviess County Public Schools starting July 1, 2017.
Order #335 - Motion Passed: Consider Approval to Appoint Mr. Matt Robbins, Superintendent of Daviess County Public Schools passed with a motion by Mr. Mike Clark and a second by Mr. Frank Riney.
5 Yeas - 0 Nays.

Mr. Mike Clark Yes
Dr. Tom Payne Yes
Mr. Todd Anderson Yes
Mr. Dale Stewart Yes
Mr. Frank Riney Yes

#336 5. ADJOURN
Order #336 - Motion Passed: passed with a motion by Dr. Tom Payne and a second by Mr. Todd Anderson.
5 Yeas - 0 Nays.

Mr. Mike Clark Yes
Dr. Tom Payne Yes
Mr. Todd Anderson Yes
Mr. Dale Stewart Yes
Mr. Frank Riney Yes

_____________________________________
Mike Clark, Chairperson

_____________________________________
Owens Saylor, Superintendent
EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT ("Agreement") is made and entered into the this 28th day of March, 2017, but effective as of July 1, 2017, at 12:00 a.m., prevailing time, by and between the BOARD OF EDUCATION OF DAVIESS COUNTY, KENTUCKY ("Board"), having its principal office located at 1622 Southeastern Parkway, Owensboro, Kentucky; and, JOHN MATTHEW ROBBINS ("Superintendent"), having a mailing address of 1622 Southeastern Parkway, Owensboro, Kentucky.

WITNESSETH:

WHEREAS, by affirmative vote at its special-called meeting on March 20, 2017, Board approved Superintendent’s appointment as superintendent of the Daviess County School District for a term of four (4) years, commencing on July 1, 2017, and terminating on June 30, 2021; and,

WHEREAS, Board and Superintendent mutually desire to memorialize its and his agreement concerning Superintendent’s appointment as superintendent of the Daviess County School District.

NOW, THEREFORE, for and in consideration of the mutual covenants and promises hereinafter set forth, the sufficiency of which is acknowledged, the parties hereby agree as follows, to-wit:

1. EMPLOYMENT

   (a) Term of Employment. Board employs Superintendent, and Superintendent accepts such employment from Board, as superintendent of the Daviess County School District as set forth in this Agreement and in accordance with all relevant provisions of the Kentucky Revised Statutes and the rules and regulations promulgated by the Kentucky Board of Education, for a term of four (4) years, commencing July 1, 2017, at 12:00 a.m., prevailing time, and terminating on June 30, 2021, at 11:59 p.m., prevailing time, subject to earlier termination as hereinafter provided and/or in accordance with applicable law. This Agreement may be renewed upon the mutual written agreement of Board and Superintendent; provided, however, in the event Board, in its sole discretion, determines not to renew this Agreement, it shall so notify Superintendent on or before February 1, 2021.

2. DUTIES

   (a) In General. Superintendent, as a full-time (240 days) certified professional employee, shall be responsible for and perform all statutory acts and duties prescribed of, and incidental to, the office of superintendent, including, without limitation, the following: (i) perform all duties and responsibilities of a school superintendent generally imposed by, or implied from, the laws, regulations and rules of the Commonwealth of Kentucky, including KRS § 160.370; (ii) perform all duties and responsibilities as set forth in the appropriate policies of the Board as now or hereafter adopted; (iii) serve as the chief executive and administrative officer of the Daviess County School District; (iv) serve as the executive agent of, and secretary to, Board; (v) serve as the professional advisor of Board in all matters; (vi) ensure that all laws relating to schools, the bylaws, rules and regulations of the Kentucky Board of Education and the regulations and policies of Board are carried into effect; (vii) administer the oath required by Board to any teacher or other person; (viii) prepare, under Board’s direction, all rules, regulations, bylaws and statements of policy for approval and adoption by Board; (ix) supervise, generally and subject to the
control of Board, the general conduct of the schools, the course of instruction, the discipline of pupils and the management of business affairs of the Daviess County School District; (x) administer, and be responsible for, the hiring and dismissal of all personnel in the Daviess County School District; and, (xi) perform such other duties and responsibilities as, from time to time, may be assigned to Superintendent by Board. Notwithstanding the foregoing, no policy, rule or bylaw of Board shall diminish Superintendent’s authority or duties as set forth in the Kentucky Revised Statutes.

(b) Professional Certification. Superintendent, at all times during the term of this Agreement, shall maintain a certificate of legal qualification for the position of Superintendent of Schools in the Commonwealth of Kentucky as issued by the Education Professional Standards Board.

(c) Evaluation. Annually, but no later than April 1 of each year during the term of this Agreement, Board shall review (i) Superintendent’s job performance; (ii) Superintendent’s progress toward goals as established, from time to time, by Board or Superintendent; (iii) the working relationship by, among and between Board, Superintendent, staff, students and the community at large; (iv) changes, if any, to Superintendent’s compensation as provided for in ¶ 3(a), infra; and, (v) any and all other matters relative to Board’s employment of Superintendent. Superintendent shall advise Board of its obligation to evaluate Superintendent pursuant to this ¶ 2(c) in sufficient time to allow both Superintendent and Board to prepare for such evaluation.

3. COMPENSATION; BENEFITS

Board shall pay to (or provide for the benefit of) Superintendent, and Superintendent shall accept from Board, in full payment and remuneration of Superintendent’s services under this Agreement, compensation and benefits as follows:

(a) Compensation. The parties expressly acknowledge that Superintendent is employed in a full-time bona fide executive and/or professional position; as such, Superintendent is exempt from overtime pay pursuant to applicable federal and state wage and labor laws, including, without limitation, the federal Fair Labor Standards Act (FLSA § 13(a)(1), as defined by 29 CFR Part 541 et seq.). During the term of this Agreement as defined in ¶ 1(a), supra, Board shall pay to Superintendent an annual salary in the amount of ONE HUNDRED FIFTY-EIGHT THOUSAND AND NO/100 DOLLARS ($158,000.00) per annum, the same to be paid in regular installments in accordance with Board’s policies governing the payment of salaries for its full-time professional employees. Beginning in the second year of the term of this Agreement (i.e., on July 1, 2018) and thereafter, Superintendent shall receive, as an annual increase in his salary, a step increase of one and one-half percent (1.50%) plus the same percentage increase in salary, if any, given to other full-time certified employees of the Daviess County School District. Board and Superintendent mutually agree may agree to increase or adjust Superintendent’s annual salary further during the term of this Agreement; provided, however, it expressly is understood that any such additional increase or adjustment (beyond the percentage increase referenced in the preceding sentence) shall become a part of this Agreement but it shall not be deemed that Board and Superintendent entered into a new employment contract or extended the termination date of this Agreement.

(b) Benefits. During the term of this Agreement, Superintendent shall receive and be permitted to participate in the benefits provided generally, and on the same basis as available, to all other full-time certified employees of the Daviess County School District, including, without limitation, vacation leave, sick leave, personal leave, disability leave, health insurance and all such other benefits.
as, from time to time, may 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 employees of the Daviess County School District. In additional to the foregoing, Superintendent shall be entitled to receive the following:

(i) **Vehicle.** Board, at all times during the term of this Agreement, shall provide for and make available to Superintendent a Board owned (or leased) automobile to be used by Superintendent. Board shall pay for all reasonable maintenance, gasoline, repairs, insurance and travel expenses incurred by Superintendent in the use of the said vehicle.

(ii) **Other Legal or Board-Created Benefits.** Superintendent further shall be entitled to such other benefits as, from time to time, may be approved by Board specifically for Superintendent or required, by law, to be provided to or for the benefit of Superintendent.

4. **LOYALTY; OTHER ACTIVITIES; CIVIC AND COMMUNITY INVOLVEMENT**

(a) **In General.** Superintendent shall devote his entire productive time, ability, attention, knowledge and skills solely and exclusively to the business and interests of Board. Notwithstanding the foregoing, Board expressly acknowledges its consent to (and encouragement of) Superintendent, at Superintendent’s sole expense, pursuing a doctorate level degree during the term of this Agreement provided Superintendent’s pursuit of such degree does not materially affect or diminish Superintendent’s service to Board or the Daviess County School District.

(b) **Outside Activities for Compensation.** With the prior, written approval of Board, Superintendent may undertake consulting work, speaking engagements, writing, lecturing and/or other activities which do not interfere with the discharge of Superintendent’s duties and responsibilities as set forth in this Agreement. The determination by Board as to whether such other work or activities interfere 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 or activities shall be retained by Superintendent except that Board shall have no obligation to reimburse Superintendent for any costs and/or expenses incurred in connection with such other work or activities.

(c) **Professional Activities.** Superintendent is encouraged to attend appropriate professional education meetings at the local, state and national levels. Board shall pay all reasonable expenses and costs incurred by Superintendent in his attendance at such meetings as allowed by the general policies adopted, from time to time, by Board. In addition, Board shall pay the membership fees normally associated with membership in such professional education groups (e.g., Kentucky School Boards Association (KSBA), National School Boards Association (NSBA), Kentucky Association of School Administrators (KASA), American Association of School Administrators (AASA) and Kentucky Association of School Superintendents (KASS)).

(d) **Civic and Community Involvement.** Board further encourages Superintendent to be “visible” as the Chief Executive Officer of the Daviess County School District. In this regard, Board will pay the reasonable membership dues incurred by Superintendent in his membership in any major civic clubs in the community of Owensboro, Daviess County, Kentucky.
5. DISCHARGE; TERMINATION

(a) Board shall not arbitrarily nor capriciously call for Superintendent’s discharge; provided, however, Superintendent may be discharged and this Agreement terminated (even during the term of this Agreement) for such cause as allowed by Kentucky and other applicable law.

(b) Should Superintendent voluntarily seek employment elsewhere during the term of this Agreement, Superintendent shall notify Board of his intention to do so and the reasons for taking such action.

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

The failure of Superintendent to follow the procedures as set forth in ¶¶ 5(b) and/or 5(c), supra, shall be deemed a material breach of this Agreement by Superintendent; and Board, in its discretion and by a four-fifths (4/5) vote of its membership, may terminate this Agreement, subject to approval by the Chief State School Officer of the Commonwealth of Kentucky. Prior to any Board vote on the issue of termination, and in accordance with KRS § 160.350(3), Superintendent shall be provided no less than thirty (30) days’ advance written notification from the Board of Board’s intention to so terminate this Agreement.

6. DISABILITY

Superintendent shall have a comprehensive medical examination annually before the first day of June of each year during the term of this Agreement unless otherwise authorized or directed by Board. A report from the examining physician (as chosen by Superintendent) shall be filed with the Board within fourteen (14) days from the date of this examination. This filing requirement may be satisfied by submission of a letter from the examining physician stating, in the physician’s professional judgment, whether Superintendent physically and mentally is capable of performing the duties of his office. Board, in its sole discretion, may 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. 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 Board, and upon written evaluation by a licensed physician designated by Board indicating the job duties, this Agreement shall be terminated by Board. The provisions of this ¶ 6 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, workman’s compensation or otherwise.

7. DEATH DURING TERM OF EMPLOYMENT

In the event Superintendent should die during the term of this Agreement, Board shall pay to Superintendent’s estate the compensation which otherwise would be payable to Superintendent through the end of the month in which Superintendent’s death occurs. Thereafter, Board shall have no further responsibility hereunder and this Agreement automatically shall terminate effective the last day of the month in which Superintendent’s death occurs. The provisions of this ¶ 7 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, workman’s compensation or otherwise.

8. **TENURE**

Superintendent acknowledges that he is not eligible for tenure as a superintendent under Kentucky law. Moreover, neither this Agreement nor matters regarding Superintendent’s employment shall be deemed to confer tenure status on Superintendent, whether express or implied. The provisions of this § 8 neither waive nor abrogate any rights to continuing contract status to which Superintendent may be eligible pursuant to KRS § 161.721.

9. **MISCELLANEOUS PROVISIONS**

(a) **Section and Paragraph Headings.** The section and paragraph headings contained herein are inserted only for convenience of reference and are in no way to be construed as being a part of this Agreement or as a guide to interpretation of the particular sections or paragraphs to which the same refer.

(b) **Limited Enforceability; Severability.** It is understood and agreed that, should any portion of any provision of this Agreement be deemed too broad to permit enforcement to its full extent, then such provision shall be enforced to the maximum extent permitted by law, and the parties hereby consent and agree that such scope may be modified accordingly in any proceeding brought to enforce such provision. Every provision of this Agreement is intended to be severable; thus, it further is agreed that, should any term or provision hereof be deemed invalid or unenforceable for any reason whatsoever, such invalidity or unenforceability shall not affect the validity or enforceability of the remainder of this Agreement.

(c) **Interpretation; Construction.** Board and Superintendent acknowledge and confirm that it and he, as well each party’s respective legal counsel, have reviewed this Agreement and that the ordinary rule of construction to the effect that any ambiguities be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any amendments hereto.

(d) **Governing Law.** All questions concerning the meaning and intent of this Agreement, the validity hereof and the performance of the terms and conditions hereof shall be governed by, interpreted and enforced in accordance with the laws of the Commonwealth of Kentucky.

(e) **Forum; Venue.** Any disputes, claims, legal proceedings or litigation relating to, or arising by virtue of, this Agreement shall be decided by a state or federal court located in the City of Owensboro, Daviess County, within the Commonwealth of Kentucky. Both parties expressly and irrevocably agree and consent to the exclusive personal jurisdiction and venue of such courts.

(f) **Binding Effect of Agreement.** This Agreement shall be binding upon and inure to the benefit of the parties hereto, and such parties’ respective heirs, executors, administrators, successors and assigns.

(g) **Counterpart Execution.** This Agreement may be executed in any number of counterparts, any one of which need not contain the signatures of more than one (1) party hereto, but all of which, when taken together, shall constitute a single fully executed, complete and original agreement.
(h) **Complete Agreement.** This Agreement contains all the terms, conditions and promises of the parties hereto. No modification or waiver of this Agreement, or of any term or provision hereof, shall be valid or binding, unless in writing and executed by both of the parties hereto. No waiver by either party of any breach of any term or provision of this Agreement shall be construed as a waiver of any succeeding breach of the same or any other term or provision.

IN TESTIMONY AND AFFIRMATION WHEREOF, witness the respective signatures of Board, by and through its Chairman and duly authorized representative, and Superintendent, as subscribed hereto this the day and date first hereinabove written.

BOARD OF EDUCATION OF DAVIESS COUNTY, KENTUCKY

By: [Signature]

Mike Clark, Board Chairman

[Signature]

JOHN MATTHEW ROBBINS

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The foregoing Employment Agreement was SIGNED, ACKNOWLEDGED and SWORN TO before me, a Notary Public, this the 20th day of March, 2017, on behalf of the Board of Education of Daviess County, Kentucky, by Mike Clark, in his capacity as the Chairman and duly authorized representative of the said Board.

[SEAL]

Notary Public, Ky. State-at-Large
Notary Identification No.: 549768
My Commission Expires: February 2, 2020

The foregoing Employment Agreement was SIGNED, ACKNOWLEDGED and SWORN TO before me, a Notary Public, this the 20th day of March, 2017, by John Matthew Robbins.

[SEAL]

Notary Public, Ky. State-at-Large
Notary Identification No.: 549768
My Commission Expires: February 2, 2020

THIS INSTRUMENT PREPARED BY:

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By: [Signature]