

CONTRACT

THIS CONTRACT is made and entered into on March 27, 2018, by and between the **BOARD OF EDUCATION OF JEFFERSON COUNTY, KENTUCKY** (the "Board of Education") and **DR. MARTIN A. POLLIO** ("Pollio").

RECITALS

The Board of Education is responsible under Kentucky law for the management and control of the Jefferson County, Kentucky, public school district (the "School District").

The Board of Education previously appointed Pollio as acting superintendent of schools for the School District for a term commencing on July 2, 2017 and ending on the date on which a new superintendent is appointed by the Board.

The Board of Education now desires to appoint Pollio effective April 1, 2018, under the terms and conditions of this contract, to serve as superintendent of schools for the School District, to supervise the schools in the School District as the Board of Education's executive agent, in compliance with Kentucky law, and subject at all times to the direction and control of the Board of Education.

Pollio desires to serve a term as the superintendent of schools for the School District, subject to the terms and conditions of this contract.

In consideration of the foregoing and the mutual promises contained in this contract, and intending to be legally bound, the Board of Education and Pollio agree as follows:

I. TERM. The Board of Education hereby appoints Pollio to the offices of Superintendent of Schools ("Superintendent") and Secretary of the Board of Education ("Secretary") for a term of office beginning April 1, 2018, and expiring March 31, 2022 (the

“Term”). This contract shall terminate upon the expiration of the Term. Upon the expiration of the Term, the Board may in its discretion [i] extend the Term for an additional period of time under the terms and conditions of this contract as then permitted by Kentucky law, [ii] appoint Pollio as Superintendent for a new term under the terms and conditions of a new contract, or [iii] appoint a new Superintendent. This contract shall terminate earlier than the expiration of the Term upon the removal of Pollio from the office of Superintendent in accordance with Kentucky law as provided in Paragraph XIV below, Pollio’s resignation from the office of Superintendent, or Pollio’s death. Notwithstanding the foregoing, the Board of Education may at any time during the Term terminate Pollio’s appointment as Secretary, with or without cause, but the termination of Pollio’s appointment as Secretary shall not impact any other aspect of this contract including, but not limited to, his appointment as Superintendent for the Term, his compensation, and benefits.

II. PROFESSIONAL CERTIFICATION. Pollio has provided to the Board of Education a certificate for school superintendent issued by the Kentucky Education Professional Standards Board which qualifies him to hold the office of Superintendent, and Pollio has completed the training program and assessment center process for a superintendent of schools as required by Kentucky law. Pollio shall hold a valid certificate for school superintendent throughout the Term and shall satisfy all other conditions to service as a superintendent of schools under Kentucky law, including without limitation maintaining residency in Kentucky.

III. RESPONSIBILITIES AND DUTIES.

A. Pollio shall devote himself exclusively to the discharge of the responsibilities and duties of Superintendent and Secretary set forth in the Kentucky statutes, the bylaws, rules and

regulations of the Kentucky Board of Education, and the regulations and policies of the Board of Education. He shall have charge of the administration of the schools under the direction of the Board of Education as provided under Kentucky law and Board of Education policy. He shall be the executive officer of the Board of Education; shall serve as Secretary to the Board of Education; and shall be entitled to attend all Board of Education meetings and Board of Education committee meetings except when his own tenure, salary, or the administration of his office is under consideration. As executive officer of the Board of Education, the Superintendent shall see that the laws relating to the schools, the bylaws, rules, and regulations of the Kentucky Board of Education, and the regulations and policies of the Board of Education are carried into effect. In his role as Superintendent, Pollio shall be the professional adviser of the Board of Education in all matters. He shall prepare, under the direction of the Board of Education, all rules, regulations, bylaws, and statements of policy, for approval and adoption by the Board of Education. He shall recommend to the Board of Education for approval, regulations, rules and procedures deemed necessary for the well ordering of the School District, including recommendations to modify the administrative organization plan of the School District. He shall have general supervision, subject to the control of the Board of Education, of the general conduct of the schools, the course of instruction, the discipline of pupils, and the management of business affairs. He shall be responsible for all personnel actions including hiring, assignments, transfer, dismissal, suspension, reinstatement, promotion, and demotion of all personnel in the School District, and reporting the actions to the Board of Education. He shall perform all duties incident to the office of the Superintendent, and such other duties as may be prescribed by law or by the Board of Education from time to time, including, but not limited to, any duties identified by the Board of Education in establishing the annual goals, objectives and priorities for the School

District, which will be developed in agreement with the Superintendent as provided in Paragraph XII below.

B. Pollio may lecture, engage in writing activities and speaking engagements, and engage in other similar activities that are of a short-term duration, provided that no such activity shall cause any conflict of interest or restrict Pollio from fulfilling the responsibilities and duties delineated in the first sentence of this Paragraph III. Any such activity which will cause Pollio to be absent from the School District for more than one (1) full working day shall be reported to the Chair of the Board of Education by Pollio prior to the activity. If Pollio proposes to engage in any such activity (whether within or without the School District) that would extend beyond five (5) full working days or that would be of a recurring nature, Pollio shall first obtain advance written approval from the Chair of the Board of Education. If any such activity is scheduled on a normal workday, and if Pollio shall receive any compensation from a third party (other than expense reimbursement) for engaging in the activity, Pollio shall use only vacation days and/or personal leave days for the activity. In addition to the other activities described in this Paragraph III, Pollio may serve on a reasonable number of Boards of Directors, Advisory Boards and other state and national committees that serve to enhance the reputation and initiatives of the School District, but Pollio shall first advise the Chair of the Board in writing in each case of his intention to serve, the number of working days expected to be devoted to the intended service, and the expected benefit to the School District from the intended service. Pollio shall not accept an appointment to any such Board of Directors, Advisory Board or committee, and shall resign from any such appointment that he has accepted, if the Chair of the Board of Education advises Pollio that the Board of Education has determined that his service violates Kentucky law, or will cause or has caused a conflict of interest, or will restrict or has restricted Pollio from fulfilling the

responsibilities and duties delineated in the first sentence of this Paragraph III. Pollio shall periodically report in writing to the Chair of the Board of Education the activities and the number of working days that he has used for the purposes provided in this Paragraph III.

C. As soon as reasonably practicable after the beginning of the Term, the Board of Education and Pollio will participate in a retreat in which they will develop and agree upon the roles and responsibilities for the Board of Education and the Superintendent in order that appropriate board governance takes place for the benefit of the School District and its students.

IV. PROFESSIONAL GROWTH. For the benefit of the School District, the Board encourages the continuing professional growth of Pollio through using a reasonable number of his working days as Superintendent for participation in the operations, programs, and other activities conducted or sponsored by local, state and national school administrator and school board associations; seminars and courses offered by public or private educational institutions; and other education-related conferences and seminars. The Board of Education shall pay the fees and appropriate expenses for participation in such activities, subject to Paragraph VIII. Pollio shall periodically report in writing to the Chair of the Board of Education the activities and the number of working days that he has used for the purposes provided in this Paragraph IV.

V. BASE COMPENSATION. For the initial period beginning April 1, 2018 and ending March 31, 2019 (such initial period, and each subsequent annual period of April 1 to March 31 during the Term, is herein referred to as a "Contract Year"), the Board of Education shall pay Pollio a base salary at an annual rate of \$276,000. For each subsequent Contract Year, (i) the Board of Education shall pay Pollio an annual base salary equal to the annual rate of the base salary in the previous Contract Year, and (ii) in addition the Board of Education may in its

discretion grant a percentage salary increase to Pollio or make a lump sum payment to Pollio, based on Pollio's performance during the previous Contract Year. Such determination shall be made upon the conclusion of the annual evaluation of the Superintendent described in Paragraph XIII. Pollio's salary shall be paid in installments at such regular intervals as the Board of Education is then using for the salary payments of its other administrative employees. The compensation provided in this Paragraph V is payable for Pollio's services as Superintendent, it being understood that Pollio shall serve as Secretary without compensation.

VI. KENTUCKY TEACHERS' RETIREMENT SYSTEM. During the Term, the Board of Education will deduct from each installment of Pollio's base salary and pay to the Kentucky Teachers' Retirement System ("KTRS") the amount of the KTRS contribution required by Kentucky law.

VII. BENEFITS. Pollio shall be entitled to thirty (30) days of paid vacation each Contract Year. Any vacation days not used in any Contract Year shall be credited to Pollio's vacation account. The number of accumulated unused vacation days in the vacation account shall not exceed sixty (60) days, in addition to the number of accumulated unused vacation days Pollio had at the time of his appointment as Superintendent under this contract. Pollio may sell back unused vacation days at a rate per day equal to 1/260 of Pollio's annual base salary at the time the unused day could have been taken. During each Contract Year, Pollio may sell back up to ten (10) unused vacation days. Upon the end of Pollio's employment as Superintendent by expiration of this contract without extension or renewal, removal as Superintendent, resignation, retirement or death, the Board of Education shall pay Pollio or his estate for the number of then accumulated unused and unsold vacation days in his vacation account, at the rate per day equal to Pollio's annual base salary at the end of his employment divided by 260. Pollio shall receive

all of the benefits which the other administrative employees of the Board of Education receive during the Term, whether now in effect or hereafter granted. In addition to the compensation set forth in Paragraphs V and VI, and the benefits set forth in this Paragraph VII and Paragraphs VIII through XI, (i) the Board of Education shall contribute in each Contract Year \$30,000 to a tax-deferred annuity plan, or other investment plan, as Pollio shall select, and (ii) the Board of Education shall maintain during the Term, and pay the premiums for, a policy of term life insurance on the life of Pollio with a death benefit in the amount of \$500,000, which shall be payable to Pollio's estate or other beneficiary designated by Pollio.

VIII. EXPENSES. In light of the unique nature of the professional duties of the Superintendent, the Board of Education shall provide the Superintendent with an automobile allowance of Seven Hundred Fifty (\$750.00) per month to compensate Pollio for the use of his automobile on School District business within or outside the School District. The foregoing agreement to make such payments shall not cause the Board of Education to be the owner, bailee, or lessee of such automobile, nor shall the Board of Education be responsible for any damage to such automobile. The Board of Education shall reimburse Pollio for all other reasonable expenses incurred by him which are necessary to the performance of the duties of Superintendent and Secretary as delineated in the first sentence of Paragraph III. The Board of Education will not reimburse any such expense before it has been incurred. All requests for reimbursement of expenses shall be submitted in writing to the Treasurer of the Board of Education and shall be supported by appropriate receipts or other documentation to establish that the expense was reasonable and necessary, and be approved by the Chair of the Board of Education. The Board of Education shall not reimburse any expenses incurred by Pollio for or in connection with the other activities permitted by Paragraph III (B.), except that the Board of Education shall reimburse Pollio for his

payment of dues for up to seven civic or professional organizations, subject to the approval of the Chair of the Board of Education.

IX. TECHNOLOGY. The Board, at its expense, shall provide the Superintendent with computer equipment, cellular telephone, high speed Internet services, and other necessary communications services that will allow the Superintendent to perform the duties of the office while at home or traveling.

X. PHYSICAL EXAMINATION. Pollio shall submit to a physical examination by a physician of Pollio's choice during the Contract Years beginning April 1, 2019, and April 1, 2021. The Board of Education shall pay the cost of the physical examination. Pollio agrees that the physician's summary of the results of the physical examination shall be made available to the Board of Education.

XI. PROFESSIONAL LIABILITY. The Board of Education shall directly or indirectly provide professional liability insurance coverage for Pollio in an amount not less than \$2 million. To the extent permitted by Kentucky law, the Board of Education shall defend, hold harmless, and indemnify Pollio from any and all demands, claims, suits, actions, and legal proceedings brought against Pollio in his individual capacity or in his official capacity as agent and employee of the Board of Education, provided the incident arose while Pollio was acting within the scope of employment during the Term, and excluding (i) any criminal prosecution which might be brought against Pollio; or, (ii) legal proceedings initiated by the Board of Education against Pollio, or initiated by Pollio against the Board of Education. The Board of Education shall choose and pay the fees of Pollio's counsel. In any such legal proceeding in which the Board of Education is also a defendant, the Board of Education and Pollio may be represented by the same counsel. If such counsel determines that a conflict exists regarding the

defense to any such claim between the legal position of the Superintendent and that of the Board of Education, the Board of Education shall engage separate counsel to represent Pollio, at the Board of Education's expense. This indemnification agreement shall survive the expiration of this contract and shall remain an independent agreement between the parties.

XII. GOALS, OBJECTIVES AND PRIORITIES. As soon as reasonably practicable after the beginning of each Contract Year, the Board of Education and Pollio shall agree to a written statement of goals, objectives and priorities for the School District. When written, the goals, objectives and priorities described in this Paragraph XII shall be attached to this contract and incorporated herein by reference.

XIII. EVALUATION OF SUPERINTENDENT. The Board of Education shall annually evaluate, in writing, Pollio's performance as Superintendent. Each annual evaluation shall be conducted in the manner required by then-applicable Kentucky law. The evaluation shall be in part measured against the goals, objectives and priorities described in Paragraph XII, and in part measured against other directions and instructions provided to Pollio by the Board during the period covered by the evaluation. Pollio and the Board of Education shall meet in executive session to discuss the annual evaluation no earlier than seven (7) days and no later than fifteen (15) days after Pollio has received a copy of the evaluation.

XIV. REMOVAL. Throughout the Term of this contract the Superintendent shall be subject to removal from office for cause as provided by the Kentucky Revised Statutes, provided, however, that the Board shall not act arbitrarily, unlawfully or without authority, and that prior to the vote of the Board that is required by the Kentucky Revised Statutes the Superintendent shall have the right to written charges, a fair hearing before the Board, and ten (10) days' written

notice of said charges and hearing. At any such hearing before the Board, the Superintendent shall have the right to be present and to be heard, to be represented by counsel, and to present through witnesses any testimony relevant to the issue. A transcript of the record of the proceedings before the Board shall be made available without charge to the Superintendent. If the Superintendent chooses to be accompanied by legal counsel at the hearing before the Board, he will assume the cost of his legal expenses.

XV. MISCELLANEOUS.

A. This contract contains the entire agreement between Pollio and the Board of Education regarding employment, and can only be modified by a writing signed both by Pollio and the Chair of the Board of Education. This contract supersedes any prior or contemporaneous agreements, negotiations, or understandings, whether oral or written, between Pollio and the Board of Education.

B. This contract will inure to the benefit of, and be binding upon, the Board of Education and its successors and assigns, and upon Pollio and his executors, administrators, personal representatives, heirs, and legatees. Pollio may not assign this contract, in whole or in part.

C. This contract will be governed by and enforced under Kentucky law, as that law applies to a contract executed, delivered and performed entirely in Kentucky. Any lawsuit by the Board of Education or by Pollio arising out of this contract shall be filed only in a state or federal court in Louisville, Kentucky.

D. If any aspect or provision of this contract is invalid or unenforceable for any reason, the remainder of the contract will nonetheless be fully enforced to the fullest extent permitted by law.

BOARD OF EDUCATION OF
JEFFERSON COUNTY, KENTUCKY

By: 
DIANE PORTER, CHAIR


DR. MARTIN A. POLLIO