

SUPERINTENDENT'S CONTRACT

This Contract is entered into this 19th day of July, 2021, by and between the Board of Education for Dawson Springs Independent School District (hereinafter referred to as the "Board") and Leonard T. Whalen (hereinafter "Superintendent").

- WITNESSETH -

WHEREAS, this Contract is made in accordance with and contingent upon the action of the Board as taken at a regular meeting held on July 19, 2021, whereby the Board voted to employ Leonard T. Whalen as Superintendent of the Dawson Springs Independent School District in accordance with the provisions set forth herein; and

WHEREAS, the parties agree that the Superintendent shall perform the duties of the Superintendent of the Dawson Springs Independent School District ("District") as prescribed by the laws of the Commonwealth of Kentucky and by the policies and procedures of the Board of Education for Dawson Springs Independent School District.

NOW THEREFORE, the Board and Superintendent, agree as follows:

1. Term: The term of this Contract shall commence on July 1, 2022 and terminate on June 30, 2026, unless terminated sooner under the provisions of paragraph 5 of this Contract. The Board shall take action and notify the Superintendent in writing no later than January 30, 2026, concerning the renewal or non-renewal of this Contract.

2. Professional Certification and Responsibilities of Superintendent:

a. Certification: The Superintendent shall furnish throughout the life of this Contract a valid and appropriate certificate to act as superintendent in the Commonwealth of Kentucky.

b. Acknowledgment of Good Health: The Superintendent represents and acknowledges to the Board and as an inducement for the Board to employ him as Superintendent, that to the best

of his knowledge and belief he has no medical, physical or mental disability, nor a previous drug or alcohol problem which would impair his ability to perform his duties as Superintendent.

The Superintendent further agrees to have a comprehensive physical examination annually and a copy shall be filed by the secretary of the Board and treated as confidential information by the Board. The cost of said medical examination and shall be paid by the Board.

c. Contract Days: This Contract requires the services of the Superintendent for two hundred forty (240) days per year. If the Superintendent elects to be away from the job for six (6) or more days consecutively, this shall be subject to Board approval.

d. Duties: The Superintendent agrees to perform well and faithfully the duties of superintendent and to serve as chief executive agent of the Board, having such powers and duties as may be prescribed by law or by the Board from time to time. It is understood and agreed that the Superintendent, as chief executive officer of the Board, shall be in charge of District affairs, and the Board, individually and collectively, will refer matters before the Board to the Superintendent for study and recommendation. However, this referral shall not prevent the Board from taking action on matters before the Board if the Board desires.

e. Outside Activities: The Superintendent agrees to devote the Superintendent's time, skill, labor and attention to said employment during the term of this Contract. However, the Superintendent, with the prior approval of the Board, may undertake speaking engagements, writing, lecturing, or other professional duties and obligations which do not impede or conflict with the Superintendent's duties. The Superintendent, with prior written Board approval and in the Board's sole discretion, may be allowed time to further the Superintendent's formal education at a recognized college or university without loss of pay or annual leave during the months when school is not in session at the Superintendent's sole expense.

However, if the Superintendent elects to attend any function, meeting, seminar, or program wherein he is compensated as a lecturer or for such attendance, the time involved with such

functions shall not be considered as part of the 240 required working days and the Board shall not pay the Superintendent's expenses involved with such functions.

The Board agrees it will pay the Superintendent's required annual dues to the local Rotary Club and Chamber of Commerce and will consider other membership dues for other local civic organizations the Superintendent seeks to join.

3. Compensation and Fringe Benefits:

a. Salary: The annual salary paid to the Superintendent during the first year of this Contract shall be one hundred seven thousand three hundred dollars (\$107,300), to be paid in equal monthly installments on the same pay schedule as all other certified employees. The salary in each subsequent year shall as follows: \$109,000 for the 2023-2024 school year; \$110,200 for the 2024-2025 school year; and \$112,000 for the 2025-2026 school year. Any decision regarding future increases for the Superintendent shall be at the complete discretion of the Board.

b. Insurance: The Superintendent shall have afforded to him the same insurance benefits as provided certified employees as in Board Policy.

c. Sick and Personal Days: The Superintendent shall be entitled to ten (10) days of paid leave per year for illness, which may accumulate without limit, and three (3) paid days per year for personal reasons. Any personal days not used within the school year shall roll over into the Superintendent's accumulated sick days.

d. Retirement Benefits: The Superintendent shall have the same retirement benefits as provided certified employees under the Kentucky Teachers Retirement System and as in Board Policy.

e. Use of Board Vehicle: The Superintendent may use a school vehicle to carry out District business. This permitted use includes, but is not limited to, the Superintendent's use of a school vehicle for a District function whether it be related to a school, staff, or student related

purpose or event. In the case of an emergency or special circumstances, the Chairman of the Board may authorize the Superintendent to use a vehicle beyond the scope of this provision.

f. Professional Meetings and Organizations: Subject to the discretion and prior written approval of the Board, it will reimburse or pay the membership dues for professional organizations the Superintendent seeks to join in addition to the Kentucky Directors of Pupil Personnel (KDPP), Kentucky Association of School Administrators (KASA), Kentucky Association of School Superintendents (KASS) and The School Superintendents Association (AASA).

The Superintendent may attend appropriate professional meetings and conferences at the local, regional, and state level annually at the Superintendent's choice. A national event may be considered with Board approval. The Board shall reimburse the Superintendent for actual expenses incurred in carrying out the Superintendent's professional activities when an authorized statement is submitted to and approved by the Board. In consideration of the irregular work schedule and significant time demands of the office of Superintendent, the Board shall reimburse the cost of the Superintendent's spouse accompanying the Superintendent two times per year to a professional activity attended by the Superintendent.

g. Term Life Insurance Premiums: The Board shall pay or reimburse Superintendent for the premium for term life insurance in the amount of \$78.12 per month.

h. Professional Liability Insurance: The Board shall pay the premium for the Superintendent's professional liability insurance.

4. Annual Evaluation: The Board shall annually provide the Superintendent with an evaluation pursuant to KRS 156.101 and 704 KAR 3:345, with periodic opportunities to review and discuss Superintendent/Board relationships and the Superintendent's personnel records and performance at reasonable times as set by the Board.

5. Termination of Employment Contract:

a. Expiration of its term;

b. Mutual Agreement: The parties may terminate this Contract by mutual agreement evidenced in writing by both parties.

c. For Cause: The Parties recognize the authority of the Board to discharge the Superintendent from his position for cause as set forth under state or federal law or other Board policies or regulations.

The parties additionally acknowledge and recognize that the Superintendent is viewed by students, teachers, administrators and the community as a role model and that as such the Board expects the Superintendent not to violate any statutory law regarding the use of intoxicating beverages, controlled substances, or any other conviction of a statutory criminal offense with the exception of routine traffic violations. To the extent that the Superintendent is convicted of any such offense under any court in any state of competent jurisdiction, the Board may by a four- fifths (4/5) vote of its members discharge the Superintendent from his employment without any further obligation to compensate him or provide other benefits under this Contract.

The Superintendent by execution of this Contract acknowledges and understands that this provision holds him to a stricter standard of conduct than otherwise provided by law, and he voluntarily waives any defense he might otherwise have at law as to the Board's authority to terminate his employment under this provision. He further waives any and all claims for any relief that he may have arising from the Board's action under this provision. It is clearly understood that the Board's remedy under this section is established as a contractual right to which the Superintendent voluntarily agrees.

d. Death: The Superintendent's death shall terminate this Contract and shall terminate the Superintendent's rights to all salary, compensation, and fringe benefits effective as of the date of such death.

e. Permanent Disability: The Superintendent shall be deemed to be "permanently disabled" or shall be deemed to be suffering from a "permanent disability" under the provisions of

this Contract if a physician selected by the Board provides a written opinion that the Superintendent will be permanently (or for a continuous period of 12 calendar months) unable to substantially perform the usual and customary duties of the Superintendent's employment. During any period in which the Superintendent is unable to substantially perform the usual and customary duties of his position but is not "disabled" under this subsection, he shall be entitled to utilize accumulated sick leave, but the Board shall have no further obligation to him. In the event the Superintendent becomes "permanently disabled" then his employment and all rights to compensation and fringe benefits shall terminate effective as of the date of such disability determination.

6. Indemnity: The Board agrees that to the extent insurance or similar coverage is afforded to the Board, the Board shall defend, hold harmless, and indemnify the Superintendent from all demands, claims, suits, actions, and legal proceedings brought against the Superintendent in his individual capacity or in his official capacity as agent and employee of the District provided same arose while the Superintendent was acting within the scope of his employment. If in the good faith opinion of the Superintendent a conflict exists regarding the defense to such claim between the legal position of the Superintendent and the legal position of the Board and/or District, the Superintendent may engage counsel in which event the District shall indemnify the Superintendent for the cost of the legal defense to the extent that insurance or similar coverage is afforded to cover same.

7. Rollover Clause: Pursuant to KRS 160.350 (4), this contract shall annually be extended for one (1) year unless the Board, by majority vote prior to June 30th of that year, elects not to extend the contract. In the event this Rollover Clause is exercised by the parties, the Superintendent's salary for the fifth year shall be \$115,000.

8. Miscellaneous: To the extent the Superintendent desires to have any of the allowances he may receive redirected to a tax-deferred account, the District will do so provided it is not required to pay any additional sums as a result of the redirection. The Superintendent will

rely upon his own tax advisors in determining the tax consequences of all provisions in this Contract and has not relied upon the Board or District for any tax advice.


9. Savings Clause: If, during the term of this Contract, a specific clause of the Contract is determined to be illegal under federal or state law, the remainder of the Contract not affected by such ruling, and shall remain in force.

10. Execution in Counterparts: This contract may be signed separately in counterparts, which shall be binding as if the parties each signed the same document.

WITNESS OUR HANDS the day and date first above written.

SUPERINTENDENT

**DAWSON SPRINGS INDEPENDENT SCHOOL
DISTRICT BOARD OF EDUCATION**



Leonard T. Whalen

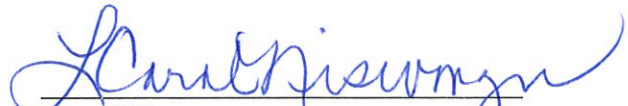

Vicki Allen, Board Chair

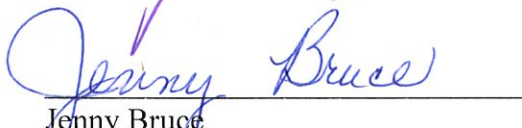
We have reviewed and voted for this contract in open session on July 19, 2021.


Vicki Allen


Tracy Overby


Wes Aussenbaugh


Carol Niswonger


Jenny Bruce