

GREENUP COUNTY SCHOOLS
GREENUP, KENTUCKY
CONTRACT EMPLOYING SUPERINTENDENT

This CONTRACTUAL AGREEMENT, made and entered into this 23d day of June, 2014, by and between the BOARD OF EDUCATION OF GREENUP COUNTY, (hereinafter the "BOARD"), and SHERRY E. HORSLEY (hereinafter "SUPERINTENDENT"), and authorized by action at a lawful meeting of the BOARD held on the 23d day of June, 2014.

WITNESSETH:

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

IT IS AGREED:

1. TERM OF EMPLOYMENT

SUPERINTENDENT is hereby hired for a term commencing on the 1st day of July, 2014 through the 30th day of June, 2018, as Superintendent of Schools for the County Schools, Greenup, Kentucky. Further, pursuant to KRS 160.350, after the initial four (4) year term of the Superintendent Contract, the contract may be extended for one (1) year by mutual agreement of the parties.

2. DUTIES

The duties and responsibilities of the Superintendent shall be all those duties incident to the Office of Superintendent imposed by the law and regulations of the Commonwealth of Kentucky and in keeping with Board Policy. Other duties and responsibilities as may be needed from time to time may be assigned to the SUPERINTENDENT by the BOARD.

3. OUTSIDE ACTIVITIES

SUPERINTENDENT shall devote his time, attention, and energy to the business of the school district.

The SUPERINTENDENT and BOARD recognize the advisability and on occasion the necessity of SUPERINTENDENT to attend seminars, courses, or programs conducted or sponsored at

the local, state or national levels. It is understood and agreed that the district shall permit a reasonable amount of time for the SUPERINTENDENT to attend such meetings, for the BOARD to pay for necessary fees and travel and subsistence expenses as may be approved the BOARD 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 Greenup 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.

However, if the SUPERINTENDENT elects to attend any function, meeting, seminar, or program wherein he is compensated as a lecturer, consultant, 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.

4. COMPENSATION

The salary shall be \$110,000.00 per school year. The salary shall be paid in bi-weekly installments on the same dates administrators who work twelve (12) months are paid. The BOARD shall, at least on an annual basis, conduct an evaluation of the SUPERINTENDENT.

It is further agreed that the SUPERINTENDENT shall receive a cost of living raise each year commensurate with such raises as provided to all other certified employees in the District.

5. HEALTH INSURANCE

The SUPERINTENDENT shall be covered by the health insurance policy currently in force for all other certified employees in the Greenup County School System. In addition, the Superintendent shall be covered by the Delta Dental plan and the Eye Med Vision plan.

6. WORKING DAYS AND BENEFITS

A. Working Days - It is understood and agreed that each school year, from July 1 through June 30 during the term of this AGREEMENT, shall consist of 240 working days. The SUPERINTENDENT may observe as holidays those holidays which all other certified/classified staff may observe.

The SUPERINTENDENT shall receive 10 sick days, 3 personal days and 2 emergency days each year as part of this Agreement.

- B. Leaves - The SUPERINTENDENT shall accrue all leave days as authorized by Board Policy for certified employees.
- C. Expenses - The BOARD shall pay or reimburse SUPERINTENDENT for reasonable expenses approved by BOARD and incurred by SUPERINTENDENT in the continuing performance of his duties under this AGREEMENT, as determined by the BOARD and according to Board Policy, including mileage on his vehicle if out of town on school business, in excess of a 50-mile radius, from Greenup County, Kentucky. For travel within a 50-mile radius which is employment related, the Superintendent shall have use of a district vehicle.
- D. Professional & Civic Dues - The BOARD recognizes the mutual benefits derived by the SUPERINTENDENT and the BOARD of the SUPERINTENDENT's membership in certain professional organizations. The BOARD agrees to pay dues for the membership by the SUPERINTENDENT in the Kentucky Association of School Superintendents (KASS), the Kentucky Association of School Administrators (KASA), and the American Association of School Administrators (AASA).
- E. 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.

7. TERMINATION OF EMPLOYMENT AGREEMENT

This AGREEMENT may be terminated as per the Board's Policy and shall also include the following:

- A. By expiration of its term;
- B. Mutual agreement of the parties;
- C. Discharge for cause.

8. BOARD POLICY

The SUPERINTENDENT's duties and obligations are governed by Board Policy, unless otherwise specifically modified hereinabove.

All benefits of the SUPERINTENDENT are specifically spelled out in this AGREEMENT and override any General Policy which might be in the existence for other employees.

9. SAVINGS CLAUSE

If, during the term of this AGREEMENT, it is found that a specific clause of the AGREEMENT is illegal under federal or state law, the remainder of the AGREEMENT not affected by such a ruling shall remain in force.

10. MISCELLANEOUS

This AGREEMENT has been executed in Kentucky, and shall be governed in accordance with the law of the Commonwealth of Kentucky in every respect.

Paragraph headings have been inserted for convenience or reference only, and if there shall be any conflict between any such headings and the text of this agreement, the text shall control.

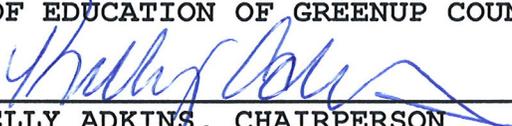
This AGREEMENT shall be executed in duplicate originals.

This AGREEMENT contains all of the terms agreed upon by the parties with respect to the subject matter of this AGREEMENT and supersedes all prior agreements, arrangements and communications between the parties concerning such subject matter, whether oral or written.

IN TESTIMONY THEREOF, the BOARD and SUPERINTENDENT have caused this AGREEMENT to be executed in their respective names, and in the case of the BOARD, by its Chairperson, on the day and year first above written.

BOARD OF EDUCATION OF GREENUP COUNTY

BY:



KELLY ADKINS, CHAIRPERSON

ATTEST:

SECRETARY

Sherry Horsley
SHERRY E. HORSLEY, SUPERINTENDENT

APPROVED AS TO FORM:

James W. Lyon, Jr.
HON. JAMES W. LYON, JR.
LYON & LYON, PLLC
SCHOOL BOARD ATTORNEY

COMMONWEALTH OF KENTUCKY)

COUNTY OF GREENUP)

Subscribed and sworn to before me by ^{Kelly Adkins} ~~JOSE HARRIS~~,
Chairperson, Greenup County Board of Education, and Sherry E.
Horsley, Superintendent, on this the 23rd day of
June, 2014.

My Commission expires: 10/30/2015.

James W. Lyon, Jr.
NOTARY PUBLIC
453442