

CONTRACT FOR
SUPERINTENDENT OF SCHOOLS
HENDERSON COUNTY SCHOOL DISTRICT
HENDERSON, KENTUCKY

This contract of employment is made and entered into this 20 day of June, 2011, by and between the Board of Education of Henderson County, Kentucky (hereinafter referred to as "the Board"), and Thomas L. Richey, Superintendent of the Henderson County School District (hereinafter referred to as "the Superintendent").

WITNESSETH:

WHEREAS, the Board has heretofore employed Thomas L. Richey as Superintendent of the Henderson County School District; and

WHEREAS, during his tenure as Superintendent of the Henderson County Schools, Thomas L. Richey has provided outstanding educational leadership and personal dedication to the students and staff of the Henderson County School District; and

WHEREAS, the current employment contract between the Board and the Superintendent will terminate on June 30, 2012, and the Board desires that Thomas L. Richey continue as Superintendent of the Henderson County School District beyond the term of his existing contract;

WHEREAS, the Board has resolved to enter into a new contract to employ Thomas L. Richey as Superintendent of the Henderson County School District for the term and upon the provisions set forth herein; and

WHEREAS, the Board and the Superintendent desire to memorialize their agreement by this writing.

NOW, THEREFORE, it is agreed between the Board and the Superintendent as follows:

1. Term. In consideration of the promises and undertakings stated in this contract of employment, the Board employs the Superintendent, and the Superintendent accepts employment as Superintendent of Schools of the Henderson County School District, for a two (2) year term commencing on July 1, 2012, and ending on June 30, 2014.

2. Professional Certification of Superintendent. Superintendent shall maintain a certificate of legal qualification for the position of Superintendent of Schools in the Commonwealth of Kentucky during his tenure as Superintendent of the Henderson County School District.

3. Duties.

(1) The Superintendent shall be the executive agent of the Board and in his capacity as Superintendent shall see that all laws relating to the schools, by-laws, rules and regulations of the Kentucky Board of Education, and the regulations and policies of the Henderson County School District, and all other applicable laws and regulations are carried into effect.

(2) Meet with the Board, except when the Superintendent's tenure, salary, or the administration of the office is under consideration

(3) The Superintendent may administer oaths required for any teacher or other person.

(4) The Superintendent shall be the professional advisor of the Board in all matters.

(5) With directions from the Board, the Superintendent shall prepare all rules, regulations, by-laws and statements of policy for approval and adoption by the Board and shall have general supervision, subject to the control of the Board, of the general conduct of the schools, course of instruction, discipline of pupils, and the management of business affairs of the Henderson County School District.

(6) Have general supervision, subject to the control of the Board, of the general conduct and condition of the schools, the management of business affairs, and in accordance with state law, the course of instruction, and the discipline of pupils.

(7) The Superintendent shall devote himself exclusively to his duties and shall exercise general supervision of the schools; examine their condition and progress; and keep himself informed on matters affecting the operation of the schools in the Henderson County School District.

(8) The Superintendent shall prepare or have prepared all budgets, salary schedules, and reports required by the Kentucky Board of Education, and the Board.

(9) The Superintendent shall be responsible for all personnel actions, including hiring, assignments, transfers, dismissals, suspension, reinstatement, promotions, and demotions. The Superintendent shall report all such personnel actions to the Board at the next regular or special meeting of the Board following the personnel action.

(10) Determine the need of extension of the school system of the district.

(11) Receive and examine reports from teachers and other school officers.

(12) Make reports from time to time as directed by the Board.

(13) Acquaint new Board members with their duties and obligations and furnish them a copy of policy statements and such other information and guidance materials as necessary to prepare them for service.

(14) Assist the Board and staff in communicating educational policy to the public and interpreting public opinion concerning the schools.

(15) Engage in community enterprises as they relate to the welfare of school children and the community.

(16) Be authorized to deal with emergencies in a manner that will benefit the school system and report such action to the Board at the next regular meeting.

(17) Take steps through a continuous self improvement program (e.g. university teacher, formal study, conference participation) to keep abreast of modern trends and practices in education.

(18) The Superintendent shall have such other duties and responsibilities as may be required of him by law, regulation, board policy and/or board resolution.

(19) No policy or bylaw of the Board shall diminish the Superintendent's statutory authority.

4. Outside Activities. The Superintendent shall devote his time, attention and energy to the business of the Henderson County School District and shall not engage in outside employment without advance written and specific consent of the Board.

5. Professional Growth of Superintendent.

(1) The Board encourages continued professional growth of the Superintendent through the Superintendent's participation in:

(i) Conventions, programs and other activities conducted or sponsored by local, state and/or national school administrator and/or school board associations;

(ii) Seminars and courses offered by public or private educational institutions; and

(iii) Informational meetings with other persons whose particular skills or background serve to improve the capacity of the Superintendent to perform his professional responsibilities to the Board and the Henderson County School District.

(2) In its encouragement to the Superintendent, the Board shall permit a reasonable amount of release time for the Superintendent to attend such professional growth programs. In that regard, the Board shall pay the Superintendent's actual expenses in attending local, state and national school administrator, school board association and/or related school programs, seminars, courses, conventions and informational meetings which are directly associated with his duties as Superintendent of schools of the Henderson County School District.

(3) Notwithstanding any of the foregoing, the Board shall have ultimate discretion in determining Superintendent's attendance at such meetings and the amount of money deemed reasonable and necessary to defray the Superintendent's travel and subsistence expenses.

(4) Should the Superintendent elect to attend any meeting, seminar, program, or convention at which he is compensated as a lecturer, consultant or for other reasons, the time involved with such functions may be considered as a part of his vacation time and the Board may not pay the Superintendent's expenses with respect to such functions.

6. Compensation:

(1) Salary. The Board shall pay Superintendent an annual salary of One Hundred Sixty Thousand Nine Hundred Ten Dollars and Ninety Eight Cents (\$160,910.98) in regular installments in accordance with the schedule of salary payments in effect for other certified employees of the Henderson County School District. Such compensation shall be based on a Two Hundred Forty (240) working day contract.

(2) Annuity. The Board shall provide to Superintendent a Sixteen Thousand Dollar (\$16,000.00) annuity to be paid annually to Zurich Life to be placed in the annuity held by the Superintendent as of the date of his original contract.

(3) Annual Supplement. The Superintendent shall be paid an annual supplement equal to 9.855% of his salary as reported to the Kentucky Teachers Retirement System ("KTRS"). Said supplement is to be paid in monthly installments and used by him to defray the cost of his retirement payments to the KTRS. Should the current withholding rate of 9.855% change during the term of this contract, said supplement shall be equal to the current KTRS withholding rate on his reportable wages.

7. Adjustment to Salary During Term Contract.

(1) The Board and Superintendent may mutually agree to adjust the salary of the Superintendent during the term of this employment contract. Any adjustment of salary during the term of this employment contract shall take the form of an amendment and become a part of this contract, but it shall not be deemed that the Board and the Superintendent entered into a new contract or that the termination of this employment contract has been extended. It is expressly understood, however, that any increase in salary shall be at the final discretion of the Board and this provision shall not be

construed as a commitment to or as an expectation by the Superintendent that any such increase will occur.

8. Annual Increase in Salary. Notwithstanding anything in this contract to the contrary, during the term of the Superintendent's contract of employment the Superintendent shall receive, as an annual increase in his salary, the same percentage increase as given across the board to all regularly employed teachers in the district.

9. Health Insurance. The Board shall pay the family plan portion of the health insurance plan chosen by him which is offered by the Commonwealth of Kentucky to all certified employees of the Henderson County School District. This coverage shall be in addition to the Superintendent's individual health care coverage provided by the Commonwealth of Kentucky.

As an alternative, the Superintendent may elect to continue with the individual and family plan health insurance coverage which he obtained in the state of Ohio, and in that event, the Board shall pay the amount of the actual premiums for family coverage of the plan the Superintendent has in effect as of the date of this contract.

10. Dental and Vision Insurance. The Board shall obtain and pay the premiums for a family dental and vision insurance policy for the Superintendent and his family in an amount not to exceed per month \$100.00 per month.

11. Benefits and Vacation.

(1) The Superintendent shall be entitled to all of the benefits applicable to twelve (12) month administrative employees of the Henderson County School District as are incident to their employment relationship with the Henderson County School District

including, but not limited to, emergency leave, leave for jury duty, personal leave, and sick leave and benefits, retirement, and other administrative employee benefits.

(2) The Superintendent may observe those legal holidays which are observed by the Henderson County School District.

(3) The Superintendent shall be entitled to twenty (20) vacation days during any contract year. Should those days not be utilized, no more than ten (10) unused vacation days shall accumulate and be carried from year to year. Upon retirement, mutually agreed upon severance from his employment or by agreement of the parties, the Superintendent shall be paid his daily rate of pay in existence at that time for each accumulated vacation leave day. The "daily rate" shall be based on the Superintendent's salary divided by the number of contract days in a year.

(4) The Board has agreed to provide to the Superintendent credit for an additional number of sick leave days, over and above those sick leave days provided under Kentucky law and district policy, equivalent to the number of sick leave days that the Superintendent has accumulated during his employment in other districts, namely, eighty-three (83) days, as reflected in the benefit statement provided by the Superintendent when he commenced his employment with the Henderson County School District. Said additional sick leave days may be used by the Superintendent, and shall be recognized by the Board, in accordance with established policy for the accumulation and use of sick leave days in the Henderson County School District.

12. Life Insurance. In addition to all other insurance which the Board provides to its employees, and to which the Superintendent is also entitled, the Board shall provide Superintendent, at no cost to him, term life insurance on his life and payable upon his

death as he shall direct in an amount not less than two and one-half (2 ½) times the amount of his salary as adjusted from time as herein provided to the limit offered to the Board by the Board's carrier. Provided, however, that in order to be eligible for such life insurance coverage, the Superintendent must pass the required medical examinations and the Board is not required to pay a higher premium because of any condition of disability suffered by the Superintendent.

13. Disability Insurance. Board shall provide the Superintendent with disability income protection in the amount not to exceed the amount of his annual salary and shall pay all premiums or costs associated with such disability income protection policy. Provided, however, that the Superintendent must pass any requisite examination required for the purpose of obtaining such disability policy and the Board shall not be required to pay a higher premium because of any condition or disability suffered by the Superintendent.

14. Annual Physical. The Superintendent shall be entitled to an annual physical examination at the Board's expense not to exceed Four Hundred Dollars (\$400.00), by a doctor and at the institution of his choosing. Any report of the medical examination shall be given directly and exclusively by the examining physician to the Superintendent. Upon the Board's request, it shall be advised in writing of the continued physical and mental fitness of the Superintendent to perform his duties and such statement shall be confidential and treated as a medical record.

15. Automobile. The Board shall pay to the Superintendent a vehicle allowance to compensate him for using his own vehicle in his work as Superintendent of Schools a car allowance not to exceed Eight Hundred Sixty Two Dollars and Fifty Cents (\$862.50)

per month. This amount shall be in lieu of reimbursing the Superintendent for vehicle related expenses and out-of-district mileage.

As an alternative to paying a monthly car allowance, the Board may elect to furnish the Superintendent an automobile and all maintenance and operation expenses associated with it for official use and reasonable personal travel. However, when the Superintendent is using the automobile for personal pleasure outside of Henderson County, Kentucky, he shall be responsible for paying for all gasoline and oil for the automobile.

16. Professional and Civic Dues. The Board recognizes the mutual benefits to be derived by the Superintendent and the Board by the Superintendent's membership in certain professional and civic organizations. Accordingly, the Board agrees to pay Superintendent's dues or membership in the local, state and national professional organizations of his choosing.

17. Cell Phone Allowance. The Board shall provide to the Superintendent cellular phone service for use in his work as Superintendent of Schools. In the alternative, the Superintendent may elect to select his own plan and the Board shall pay to the Superintendent a monthly cell phone allowance in an amount not to exceed the cost to the Board for providing a cellular phone service through a school provided vendor as for a plan equivalent to that offered to administrators of the Henderson County School District.

18. Retirement Benefits. The Superintendent shall have the same retirement benefits as provided for superintendents under Kentucky law and regulation as now or hereafter enacted.

19. Board Evaluation of Superintendent.

(1) The Board shall evaluate and assess the performance of the Superintendent at least once each school year. The evaluation and assessment results shall be made known to the Superintendent by the Board.

(2) The Board evaluation and assessment of the Superintendent shall reflect the importance of student achievement and the Superintendent's responsibility for district oversight of student learning, and shall be reasonably related to the Superintendent's job duties and the goals and objectives of the Henderson County School District which the Board may, from time to time, establish.

(3) The Board and Superintendent shall work in good faith to agree upon mutually acceptable procedures and forms for the written evaluation and assessment of the Superintendent that are in compliance with applicable statutes and regulations and are approved by the Kentucky Department of Education. Provided, however, that the Board shall retain discretion in adopting the evaluation format in the event the Board and Superintendent are unable to reach a mutual agreement concerning the format of the evaluation and assessment process.

(4) All evaluation discussions with the Superintendent shall be in executive session, and all aspects of these discussions shall be treated as confidential and personal information.

20. Termination of Employment Agreement. The Superintendent's employment contract with the Henderson County School District may be terminated as follows:

- (a) By mutual agreement of the parties.
- (b) Retirement of the Superintendent.

(c) Disability or death of the Superintendent. In the event of disability, by illness or incapacity, Board may terminate this contract by written notice to Superintendent at any time after Superintendent has exhausted any accumulated sick leave and such other leave as may be available and has been absent from his employment for whatever cause for additional continuous period of six (6) months. All obligations of the Board shall cease upon said termination.

If a question exists concerning the capacity of the Superintendent to return to his duties, the Board may require the Superintendent to submit to a medical examination to be performed by a doctor licensed to practice medicine. The Board and Superintendent shall mutually agree upon the physician who shall conduct the examination. The examination shall be done at the expense of the Board. The physician shall limit his report to the issue of whether the Superintendent has a continuing disability that prohibits him from performing his duties.

(d) Discharge for cause as provided by law or contract. Discharge for cause shall constitute conduct which is seriously prejudicial to the Henderson County School District, including, but not limited to, neglect of duty or breach of contract. In the case of discharge for cause, the Superintendent shall be afforded due process as required by law.

21. Savings Clause. If, during the term of this contract it is determined that a specific provision of the contract is illegal in federal or state law, the remainder of the contract not affected by such a ruling, shall remain in force.

22. Entirety and Amendments. This Agreement embodies the entire agreement between the parties and supersedes all prior agreements or understandings. This

instrument may be amended only by an instrument in writing, executed by the parties and approved by the Board.

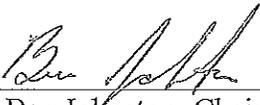
23. Paragraph Headings. The various paragraph headings are for convenience only and are not meant to define or limit the content of such paragraphs.

NOTWITHSTANDING the date of this Agreement, its terms and provisions are to take effect on July 1, 2012.

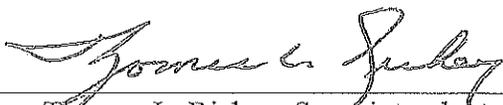
The execution of this Agreement by Ben Johnston, Chairperson of the Board of Education of Henderson County, Kentucky, is authorized by a proper resolution of the Board on the 20 day of June, 2011.

IN TESTIMONY WHEREOF, witness the signatures of the parties hereto, the Board and Superintendent, on this the day and date first above written.

BOARD OF EDUCATION OF HENDERSON
COUNTY, KENTUCKY:

By:  Date: 6-26-11
Ben Johnston, Chairman

SUPERINTENDENT:

 Date: 7-4-11
Thomas L. Richey, Superintendent