CONTRACT EMPLOYING
SUPERINTENDENT OF SCHOOLS
HENDERSON COUNTY SCHOOL DISTRICT
Henderson, Kentucky

This contract of employment is made and entered into this 5th day of May, 2014, by and between the BOARD OF EDUCATION OF HENDERSON COUNTY, KENTUCKY (hereinafter the "Board"), and MARGANNA STANLEY (hereinafter "Superintendent"), and authorized by action at a lawful meeting of the Board held on the 5th day of May, 2014.

WITNESSETH:

WHEREAS, this Agreement is made in accordance with and contingent upon the action of the Board as taken at a special meeting held on May 5, 2014, whereby the Board voted to employ Marganna Stanley as Superintendent of the Henderson County 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 Henderson County School District ("District") as prescribed by the laws of the Commonwealth of Kentucky and by the policies and procedures of the Board of Education of Henderson County, Kentucky;

NOW, THEREFORE, the Board and Superintendent, for the consideration herein specified, agree as follows:

1. **Term.** The Board employs the Superintendent, and the Superintendent accepts employment, as Superintendent of Schools of the Henderson County School District for a four (4) year term commencing on July 1, 2014, and ending on June 30, 2018.

2. **Professional Certification.** Superintendent shall hold a certificate of legal qualification for the position of Superintendent of Schools in the Commonwealth of Kentucky at all times during the term of this Contract, and shall comply with KRS 160.350 and the Professional Code of Ethics for Kentucky school certified personnel as enacted by the Education Professional Standards Board.

3. **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 Board policy. Other duties and responsibilities as may be needed from time to time may be assigned to the Superintendent by the Board.

4. **Outside Activities.** The Superintendent shall devote her 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.** The Superintendent and Board recognize the advisability, and on occasions the necessity, of the 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 by the Board or stipulated in the annual budget. This provision shall be limited to seminars, courses, or programs that would be for the benefit of the District. 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.

   If the Superintendent elects to attend any function, meeting, seminar, or program wherein she is compensated as a lecturer, consultant, or for such attendance, the time involved with such functions shall not be considered as part of the Superintendent's required working days and the Board shall not pay the Superintendent's expenses involved with such functions.

6. **Compensation.** The Board shall pay Superintendent an annual salary of One Hundred Thirty Five Thousand Dollars ($135,000.00) in regular installments in accordance with the schedule of salary payments in effect for other certified employees of the Henderson County School District. During the term hereof, this salary shall be subject to across the board approved percentage increases and/or raises given to other certified employees.

7. **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 Contract, shall consist of 240 working days. If the Superintendent elects to be away from the job for five (5) or more days consecutively, she shall obtain prior Board approval. Time away from the District as specified in this provision shall be noted in the minutes of the next regularly-scheduled Board meeting after said days are taken.

   b. The Superintendent shall be entitled to all benefits applicable to twelve month certified employees and any additional benefits specified in this Contract.

   c. **Leave.** The Superintendent shall accrue all leave days as authorized by Board Policy for certified employees. Consistent with statutory law, the Superintendent shall be permitted to transfer to the district all sick leave accumulated in Kentucky as of June 30, 2014.

      In addition, the Superintendent shall be entitled to twenty (20) days of paid vacation each school year, which shall be available on July 1. The Superintendent may carry forward up to twenty (20) unused vacation days from one year to the next. Upon accumulation of twenty (20) days carry-forward vacation days, any additional vacation days must be used by the end of

the Contract year or forfeited. Upon retirement or a mutually agreed upon severance from her employment, the Superintendent shall be paid her daily rate of pay in existence at that time for a maximum of twenty (20) vacation days. Any unused vacation days, in excess of the number specified herein will be forfeited. The "daily rate" shall be based on the Superintendent's salary divided by the number of contract days in a year.

d. **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 Contract, as determined by the Board and according to Board Policy. The Superintendent shall provide to the Board a written report of said expenses on a monthly basis.

e. **Professional and Civic Dues.** The Board recognizes the mutual benefits derived by the Superintendent and the Board of the Superintendent's membership in certain professional and civic organizations. The Board agrees to pay dues for the Kentucky Education Association (KEA), Kentucky Association of School Superintendents (KASS), the Kentucky Association of School Administrators (KASA), and one (1) civic club of the Superintendent's choice.

f. **Automobile.** The Board shall provide the Superintendent with a vehicle to be used for her lawful use in performing her obligations hereunder during the term of this Contract; and shall be responsible for the costs of all customary repairs, insurance, maintenance and expenses related thereto.

g. **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.

h. **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.

i. **Annuity.** The Board shall provide to the Superintendent 403(b) tax deferred annuity to an account of the Superintendent's choosing and in accordance with the relevant provisions of the Internal Revenue Code, Kentucky statutes and related tax law. The amount of the Board contribution shall be Five Thousand Dollars ($5,000.00) per year for each year of the contract. The contribution shall be paid annually, semi-annually, or monthly, as determined by the Superintendent.

j. **Health Insurance**. The Board shall pay the family plan portion of the health insurance plan chosen by her which is offered by the Commonwealth of Kentucky to all certified employees of the Henderson County School District

in an amount not to exceed Five Thousand Dollars ($5,000.00). This coverage shall be in addition to the Superintendent's individual health care coverage provided by the Commonwealth of Kentucky.

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

l. **Other Insurance.** Board shall pay the aggregate yearly premium costs for disability insurance, major illness/long term care insurance, and personal life insurance in a total fiscal year sum during the term of this Contract not to exceed Two Thousand Five Hundred Dollars ($2,500.00).

8. **Termination.** 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 Superintendent's mental, emotional or physical disability for a continuous period of three months, to be calculated after using all available sick days, the Board shall have the right to immediately terminate this Contract.

If a question exists concerning the capacity of the Superintendent to return to her 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 her report to the issue of whether the Superintendent has a continuing disability that prohibits her from performing her 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, breach of contract and/or any grounds set forth in KRS 161.790 as grounds for termination of the contract of a teacher. In the case of discharge for cause, the Superintendent shall be afforded due process as required by law.

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

10. **Miscellaneous.** This Contract has been executed in Kentucky, and shall be governed in accordance with the laws of the Commonwealth of Kentucky in every respect.

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

This Contract may be executed in duplicate originals.

This Contract contains all of the terms agreed upon by the parties with respect to the subject matter of this Contract 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 Contract 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
HENDERSON COUNTY, KENTUCKY

CHAIRPERSON

ATTEST:

SECRETARY

Margonna Stanley
SUPERINTENDENT

COMMONWEALTH OF KENTUCKY
COUNTY OF HENDERSON

Subscribed and sworn to before me by Ben Johnston, Chairman, Henderson County Board of Education, on this 5th day of May, 2014.

My Commission expires: 10\25\14

Beth Bates
NOTARY PUBLIC

COMMONWEALTH OF KENTUCKY
COUNTY OF HENDERSON

Subscribed and sworn to before me by Marganna Stanley on this 5th day of May, 2014.

My Commission expires: 10\25\14

Beth Bates
NOTARY PUBLIC