

## CONTRACT OF EMPLOYMENT

This Agreement is made and entered into at Kenton County, Kentucky, this 18<sup>th</sup> day of May, 2011, by and between the Kenton County Board of Education, hereinafter designated as "the Board", and **Dr. Terri Cox-Cruey**, hereinafter designated as "Superintendent".

**WHEREAS**, Board desires to provide Superintendent with a written employment contract in order to enhance administrative stability and continuity within the schools, which the Board believes improves the quality of its overall education program; and

**WHEREAS**, Board and Superintendent believe that a written employment contract is necessary to describe specifically their relationship and to serve as the basis of effective communication between them as they fulfill their governance and administrative functions in the operation of the education program of the schools;

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

### I. TERM OF CONTRACT

The Board, for and in consideration of services to be rendered on its behalf by the Superintendent, does hereby employ the Superintendent as Superintendent of Schools for the Kenton County Board of Education for a term of four (4) years commencing on the 1<sup>st</sup> day of July, 2011 and ending on the 30<sup>th</sup> day of June, 2015.

### II. RESPONSIBILITIES OF THE SUPERINTENDENT

#### A. Certification

The Superintendent shall hold a valid certificate issued by the Kentucky State Department of Education such as qualifies her to hold the position of superintendent, and she shall furnish a copy of said certificate to the Board.

#### B. Duties

The Superintendent shall be the Executive Agent of the Board and shall meet regularly with the Board. The Superintendent shall see that the laws relating to the schools, By-Laws, Rules and Regulations of the State Board of Education and the regulations and policies of the Board are carried into effect. She shall be the professional advisor of the Board in all matters. She shall prepare, under direction of the Board, all rules, regulations, by-laws and statements of policy for approval and adoption by the Board. She 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 management of teachers, the discipline of pupils and the management of business affairs.

### C. Outside Activities

The Superintendent shall devote her time, attention and energy to the business of the Board and the Kenton County School District. It is agreed, however, that the Superintendent may lecture and engage in writing activities and speaking engagements and other educational activities which are reasonable and of no major time consumption.

### III. PROFESSIONAL GROWTH

The Board encourages the continuing professional growth of the Superintendent through her participation in operations, programs and activities conducted or sponsored by local, state and national school administrator and school board associations and by participation in seminars and courses offered by public or private educational institutions and organizations, in order to perform his professional responsibilities for the district. The Board shall pay for the Superintendent's membership dues in the Kentucky Association of School Administrators, the American Association of School Administrators, the Association of Supervision and Curriculum Development, Kentucky Association of School Superintendents, Phi Delta Kappa, and in such other community and service organizations as are agreed upon by the Board and the Superintendent.

### IV. COMPENSATION

A. The Board shall pay the Superintendent for the first year of her contract the sum of \$140,000 commencing July 1, 2011. Adjustment in the salary will be determined by the adjustments made to the professional salary schedule made during the term of this contract and shall become a part of this contract so as not to be deemed a new contract, but in no event shall she be paid less than the salary paid in the preceding year.

B. During the term of this contract, the Board shall provide the Superintendent insurance benefits which shall include fully paid family health care, dental plan, and vision plan.

C. The Board, in addition to Superintendent's salary and benefits herein set forth, shall also reimburse the Superintendent for all reasonable and applicable expenses incurred by her in connection with the performance of her duties or her attendance at conferences and meetings.

D. The Superintendent shall be entitled to any and all benefits applicable to other employees as are incident to their employment in relationship with the Board.

E. The Superintendent shall be entitled to 20 days vacation each contract year with pay, exclusive of legal holidays and other school vacations. The Board shall compensate the Superintendent for any tenured vacation days at the conclusion of the contract for any tenured vacation accrued and on a pro-rata basis for the current year.

F. Personal leave days shall be paid to the Superintendent during each year of this contract as paid to all other employees of the Board.

G. Sick leave shall be accumulated by the Superintendent in accordance with Kentucky Statutes and severance pay for sick leave will be paid according to Board Policy and Kentucky Statutes. In addition to vacation days, Superintendent shall be entitled to the same number of holidays and other non-work days as any other administrative employee of the Board. Exceptions to these provisions may be agreed upon by the Board.

H. In the absence of mutual agreement, this contract may be terminated by the Board upon a showing of legal cause and in accordance with procedures established by Kentucky law.

I. The Board shall contribute, on Superintendent's behalf, \$10,000 per year toward an annuity of Superintendent's choosing and at Superintendent's direction.

J. The Superintendent shall be entitled to a cellular phone and the expenses associated therewith.

#### V. MEDICAL EXAMINATION

The Board shall, at its own expense, provide the Superintendent a complete medical examination by a physician, not less than once every two (2) years and no more than once each year. Any report of the medical examination shall be given by the examining physician to the Superintendent and the Board.

#### VI. EVALUATION

The Board shall evaluate and assess in writing the performance of the Superintendent once a year during the term of this contract. The evaluation and assessment shall be reasonably related to the position description of the Superintendent and the goals and objectives of the Board for the year in question. Superintendent shall submit to the Board a recommended format for this written evaluation and assessment of her performance. In the event that the Board determines that the performance of the Superintendent is unsatisfactory in any respect, it shall describe in writing in reasonable detail special instances of unsatisfactory performance. The evaluation shall include recommendations as to the areas of improvement in all instances where the Board deems performance to be unsatisfactory. A copy of the written evaluation shall be delivered to the Superintendent, who shall have the right to make a written response to the evaluation. The evaluation and response shall become a permanent attachment to the Superintendent's file.

#### VII. PROFESSIONAL LIABILITY

The Board agrees that it shall name the Superintendent as a named insured on the error, omission and general liability policy that it has through the Kentucky School Board Association or any other carrier, which will provide a minimum of \$300,000 insurance for

the individual Board members and the Superintendent as to claims, demands or suits brought against the Board and/or Superintendent.

VIII. LIFE INSURANCE

The Board shall provide term life insurance in the amount of \$ 500,000 payable to the Superintendent's named beneficiary during the term of this agreement.

IX. GOVERNING LAW

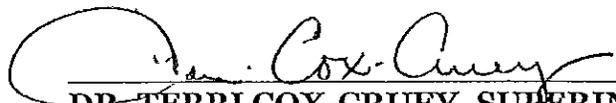
This agreement has been executed in and shall be governed by the Laws of the Commonwealth of Kentucky. If, during the term of this contract, it is found that a specific clause of the contract is illegal, the remainder of the contract not affected by such ruling shall remain in force.

**IN WITNESS WHEREOF**, the Kenton County Board of Education and **Dr. Terri Cox-Cruey**, Superintendent, have executed this instrument.

**KENTON COUNTY BOARD OF EDUCATION**

BY:   
**KAREN COLLINS, PRESIDENT**

ATTEST:   
**CARL WICKLUND, VICE PRESIDENT**

  
**DR. TERRI COX-CRUEY, SUPERINTENDENT**

TEACHERS

None

Mrs. Collins stated that it was necessary to go into Executive Session for the purpose of KRS 61.810 #2 (Litigation) and #4 (Personnel).

9. Ms. Miano motioned that the Board go into Executive Session. Mr. Wicklund seconded the motion and it was voted unanimously to go into Executive Session.
10. Mr. Wicklund motioned that the Board go into Open Session. Ms. Miano seconded the motion and the Board voted unanimously to resume Open Session.
11. Mr. Wicklund motioned that the Board amend its records to reflect that the amendment to the contract with Mr. Tim Hanner, former superintendent, was a complete renegotiation of his contract in respect to the addition of salary in the amount of \$3000.00. Ms. Miano seconded the motion and it was voted unanimously to amend the Kenton County Board of Education public record to reflect that the amendment to the contract with Mr. Tim Hanner, former superintendent, was a complete renegotiation of his contract in respect to the addition of \$3000.00.
12. Ms. Miano motioned that the board amend the contract of Dr. Terri Cox-Cruey, Superintendent to reflect that the compensation per year is to be \$153,000.00, which includes her doctorate stipend. Mr. Wicklund seconded the motion and it was voted unanimously to amend the contract of Dr. Terri Cox-Cruey, Superintendent to reflect that the compensation per year is to be \$153,000.00.
13. Ms. Miano motioned that the meeting be adjourned. Mr. Wicklund seconded the motion and it was voted unanimously to adjourn the meeting.



Mike Martin, Acting Chairperson

  
Carolyn Franxman, Secretary

Duke Energy spotlighted the Kenton County School District as having as setting an example, inspiring others to save through energy efficiency.

The NEED Project voted Kentucky the State of the Year in conservation. Kenton County was awarded a state award. Caywood Elementary was recognized with a Kids Teaching Kids award. Piner Elementary was recognized as an Outstanding Energy Education Program.

Dr. Cox-Cruey welcomed a visitor from Nevada who was monitoring our Board Meeting as part of a class for NKU.

Dr. Cox-Cruey also welcomed a police officer from Ft. Wright.

BOARD

None

STAFF

None

TEACHERS

None

Mrs. Collins stated that it was necessary to go into Executive Session for the purpose of KRS 61.810 #2 (Litigation) and #4 (Personnel).

14. Mr. Martin motioned that the Board go into Executive Session. Mrs. Melching seconded the motion and it was unanimously voted to go into Executive Session.
15. Ms. Miano motioned that the Board go back into Open Session. Mr. Martin seconded the motion and the Board resumed Open Session.
16. Mr. Wicklund motioned that the Dr. Terri Cox-Cruey, Superintendent's contract be amended to include an additional \$3000.00 in salary as required by Kenton County policy which states that individuals holding a Doctorate Degree shall receive an additional \$3000.00 per year. This brings the total contract salary amount to \$143,000.
17. Mr. Wicklund motioned for adjournment. Mr. Martin seconded the motion and it was unanimously voted to adjourn the meeting.

  
Karen Collins, Chairperson

  
Carolyn Franxman, Secretary