MAGOFFIN COUNTY SCHOOLS
MAGOFFIN COUNTY, KENTUCKY
CONTRACT EMPLOYING SUPERINTENDENT

This CONTRACTUAL AGREEMENT, made and entered into this 6th day of June, 2012 by and between THE BOARD OF EDUCATION OF MAGOFFIN COUNTY, KENTUCKY, (hereinafter referred to as the "Board"), and Mr. Stanley Holbrook, (hereinafter referred to as "Superintendent"), and authorized by action at a lawful meeting of the Board held on June 6, 2012 whereby the Board employed Stanley Holbrook as Superintendent of the Magoffin County School System in accordance with the provisions set forth herein;

WITNESSETH:

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

WHEREAS, the parties agree that the Superintendent shall perform the duties of the Superintendent of Schools in and for said district as prescribed by the laws of the Commonwealth of Kentucky and by the rules and regulations made thereunder by the Board of Education as well as local Board regulations, policies and procedures and all other applicable law as related to the duties and obligations of a Superintendent of Schools.

NOW THEREFORE, the Board and Superintendent agree as follows:

TERM OF EMPLOYMENT:

Superintendent is hereby hired and retained for a four (4) year term commencing on 1st day of July, 2012, through June 30, 2016, as Superintendent of Schools for the Magoffin County School District.

PROFESSIONAL CERTIFICATION

Certification – The Superintendent shall hold a valid Certificate of Administration and Supervision issued by the Commonwealth of Kentucky and meet all criteria and eligibility for employment as Superintendent as set forth and mandated by the Kentucky Department of Education.

DUTIES AND RESPONSIBILITIES OF SUPERINTENDENT

The Superintendent shall perform the duties of Superintendent of the Magoffin County School System in and for said district as prescribed by the laws of the Commonwealth of Kentucky and the rules, regulations and policies made thereunder by the Board of Education of said district. The duties shall include, but, shall not be limited to the following and other duties and responsibilities as may be needed from time to time may be assigned to the Superintendent by the Board:

Superintendent shall devote himself exclusively to his duties.

The Superintendent shall be responsible for the general supervision of the schools of the District; the examination of the physical condition and progress of said schools; and the general supervision of the conduct of the schools, the course of instruction, the discipline of pupils, and the management of business affairs. The Superintendent shall be responsible for all personnel actions, including hiring, assignments, transfers, dismissals, suspensions, reinstatements, promotions and demotions of all personnel in the District and the reporting of such actions to the Board. As Executive Officer of the board, the Superintendent shall see that the laws relating to the schools; the bylaws, rules and regulations of the State Board for Elementary and Secondary Education are carried out;

and Regulations and Policies of the District Board of Education are carried into effect. Furthermore, the Superintendent shall see that the rules and regulations as set forth by the Kentucky Department of Education are followed and put into effect in the Magoffin County School System.

The Superintendent shall be the professional advisor to the Board on all matters and shall prepare, under the direction of the Board, all rules, regulations, bylaws and statement of policy for approval and adoption by the Board.

The Superintendent shall prepare all budgets, salary schedules and reports required by the Local Board of Education and by the State Board of Elementary and Secondary Education. The Superintendent shall prepare and submit to the Board of Education the annual budget and shall recommend all expenditures with the appropriations to be proposed for adoption by the Board of Education.

The Superintendent shall prepare the annual school calendar and shall be the legal custodian of the text books belonging to the Board and Magoffin County School System.

The Superintendent shall prepare and submit to the Board Periodic reports advising of the activities and needs of the school system and recommendations relative to such necessary and helpful facts, information and reports as are needed to ensure the making of informed decisions by the Board.

The Superintendent shall keep apprised of the need for extension of the school system; shall receive and examine reports from other administrators, school principals, teachers, parents, board members and other school officials; and shall make reports from time to time as required by the rules or policies of the Board, Board orders or resolutions or as directed by the Board.

The Superintendent shall make recommendations with respect to the location and size of new buildings and school sites, the plans for new school buildings, all appropriation for school and facility sites and buildings and improvements and alterations and changes in the building(s) and equipment of the District.

The Superintendent shall maintain adequate records for the Board and Magoffin School District, including a system of financial accounts, business and property records, personnel files and records, school enrollment and scholastic records. The Superintendent shall act as custodian of such records and all contracts, securities, documents, title papers, books of record and other papers belonging to the Board.

The Superintendent shall serve as an ex-officio member of all committees designated by the Board.

The Superintendent shall be permitted to delegate duties and responsibilities to staff members but shall be ultimately responsible for the performance of the delegated duties.

To the extent necessary or appropriate, the Superintendent shall attend educational conferences, local, state and national education meetings and workshops and seminars, the substantive content of which shall assist him in discharging and performing his obligations for the Board more specifically outlined herein. The Superintendent at his discretion may attend extra curricular activities for the Board or to represent the school. The Superintendent's reasonable expenses shall be provided by the Board. However, the Board shall have ultimate discretion in determining the Superintendent's attendance and the amount of money payable to or for him to defray reasonable and necessary travel and subsistence expenses.

Outside Activities – The Superintendent shall devote his time, attention and energy to the business of the Board and Magoffin School District. With the consent of the Board the Superintendent may serve as consultant to other districts or education agencies. The Superintendent may lecture; engage in writing activities and speaking engagements and engage in other activities that do not interfere with his duties as Superintendent.

However, if the Superintendent elects to attend any function, meetings, seminar or program wherein he is compensated as a lecturer, consultant or for such attendance the time involved with such functions shall be considered as part of his vacation time and the Board shall not pay the Superintendent's expenses incurred by attending such functions.

COMPENSATION:

The salary for the Superintendent shall be $91,000 (Ninety-one Thousand Dollars) per school year. The salary shall be paid in bi-weekly installments the annual salary for services rendered and shall be paid on the same dates as administrators who work twelve (12) months are paid.

The Board upon its evaluation of the Superintendent and the Superintendent shall mutually agree to adjust the salary of the Superintendent during the term of the Agreement; provided that in no event shall the Superintendent be paid less than the salary specified above. Any such adjustment of salary made during the term of this Agreement shall be in the form of an Amendment to this Agreement. It is expressly understood, however, that any increase in salary shall be at the final decision and discretion of the Board. Although the Superintendent's salary may be increased at the discretion of the Board, nevertheless this provision shall not be construed as an expectation by the

Superintendent that any such increase will occur. Furthermore, the parties hereto understand and acknowledge that any increase may be based upon an objective valuation of the Superintendent's performance. The Board shall, at least on an annual basis, conduct an evaluation of the Superintendent. Notwithstanding the aforesaid, the Superintendent shall be entitled to the same salary increases that all other certified employees of the system may be granted, i.e. cost of living increases and other across the board increases.

WORKING DAYS AND BENEFITS:

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. If the Superintendent elects to be away from the job for five (5) or more days consecutively, this shall be subject to Board approval. Days not worked by the Superintendent shall be noted in the minutes of the next regularly-scheduled Board meeting after said days are taken.

Benefits – The Superintendent shall be entitled to all benefits applicable to twelve (12) month certified employees.

Leaves – 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 July 1, 2012.

Expenses – The Board shall pay or reimburse Superintendent for reasonable expenses approved by the 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 and Procedures.

Professional and Civic Duties – 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 Association of School Superintendents (KASS), the Kentucky Association of School Administrators (KASA), and one civic club of the Superintendent's choice, provided however that total cumulative dues associated with the above do not exceed One Thousand Dollars ($1,000.00) on an annual basis.

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.

Sick Days – The Superintendent shall have ten (10) sick days annually. Unused sick days may accumulate without limit.

Health Insurance – It is acknowledged that the Superintendent shall participate in the Commonwealth of Kentucky's Health insurance plan on the same basis as any other employee of the Magoffin County School System.

Life Insurance – The Superintendent shall be provided term life insurance in the amount equal to one year's annual salary during his term of employment provided that the Superintendent passes any medical examination required for purposes of obtaining a policy and the Board is not required to pay a higher premium because of any medical, physical or mental disability.

Automobile Expense – In lieu of the provisions of an automobile owned by the Board for use by the Superintendent in connection with the discharge and performance of his duties in and for the District, the Board agrees to pay the Superintendent the sum of Five Hundred Dollars ($500.00) per month during the term of this contract, payable on the first day of each month during the term of this agreement. It is expressly understood between the parties herein that the Superintendent shall be responsible for the payment of liability insurance on any vehicle utilized by in connection with the discharge and performance of his duties and shall be personally, financially responsible for any repairs and maintenance necessary for such vehicle. In addition, the board shall reimburse the Superintendent for documented automobile gasoline expense actually incurred for out-of-district, job-related travel.

TERMINATION OF EMPLOYMENT AGREEMENT;

This Employment 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. Death of the Superintendent;
d. Discharge of the Superintendent for cause.

In addition the parties hereby agree that this employment agreement may be terminated by the Board in the event that the stated stipulated and written goals for the District are not being met. The first review shall occur approximately one year from the date of the commencement of this employment agreement.

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 existence for other employees.

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.

JURISDICTION

This Agreement has been executed in the Commonwealth of Kentucky and shall be governed in accordance with the laws of the Commonwealth of Kentucky in every respect.

ENTIRETY OF AGREEMENT;

This Employment Contract shall be the entire agreement between the parties herein; however, the parties may hereby agree to amend this contract, mutually so long as it conforms to state law, regulation, or Board Policy. It should be noted that 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.

IN TESTIMONY THEREOF, the **BOARD** AND **SUPERINDENT** 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 MAGOFFIN COUNTY

BY: _____
CHAIRPERSON

_____
SUPERINTENDENT

STATE OF KENTUCKY

COUNTY OF MAGOFFIN

Subscribed and sworn to before me by CAROLINE ISAAC, Chairperson, Magoffin County Board of Education, on this the _____ day of _____, 2012.

My Commission Expires: _____

_____
NOTARY PUBLIC

STATE OF KENTUCKY

COUNTY OF MAGOFFIN

Subscribed and sworn to before me by STANLEY HOLBROOK, on this the _____ day of _____, 2012.

My Commission Expires: _____

_____
NOTARY PUBLIC

This Instrument Prepared by:

Hon. Donald W. McFarland
Attorney, Magoffin County Board of Education
176 South Church Street
P.O. Box 209
Salyersville, Kentucky 41465
Telephone: 606-349-9000

_____
Donald W. McFarland0

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raise given

CALL TO ORDER AND ROLL CALL

The meeting was called to order by Chairman, Caroline Isaac, at 5:30 p.m. on June 20, 2013 at the Magoffin County Board of Education Conference Room as the Board met in Regular Session after proper notification was given. The Secretary reported that all members were present except David Smith.

Rose Arnett videoed

PLEDGE TO THE FLAG

The Pledge to the Flag was led by Board Chairman, Caroline Isaac.

ORDER #398

AGENDA ADOPTED

The motion was made by Carl J. Howard, duly seconded by Ray Helton and carried to approve adoption of the agenda. All members present voted AYE.

FINANCE DIRECTOR

Sanford Holbrook, Finance Director reported to the board that his staff was working on closing the 2012-2013 year.

ATTORNEY

Don McFarland, Board Attorney reported to the board that the board would need to enter into closed session to discuss pending litigation.

SUPERINTENDENT

Stanley Holbrook, Superintendent reported to the board as follows:

1. Bids would go out next week for soil removal, hope to start July 29.
2. Planning to start new building in February, 2014.
3. Every child will eat lunch and breakfast for free for the 2013-2014 school year.
4. SGS will be moving in July.
5. Received offer on insurance settlement.

ORDER #399

MAY 16, 2013 MINUTES APPROVED

The motion was made by Bill May, duly seconded by Carl J. Howard and carried to approve May 16, 2013 minutes. All members present voted AYE.

ORDER #400

MAY 8, 2013 MINUTES APPROVED

The motion as made by Carl J. Howard, duly seconded by Bill May and carried to approve May 23, 2013 minutes. All members present voted AYE.

ORDER #401

PAYMENT OF BILLS APPROVED

The motion was made by Bill May, duly seconded by Carl J. Howard and carried to approve payment of bills (previously mailed, attached and/or already paid). All members present voted AYE.

ACTION AGENDA ITEMS

ORDER #402

CHANGE ORDERS APPROVED

The motion was made by Bill May, and duly seconded by Carl J. Howard and carried to approve the following change orders for Salyersville Grade School tornado damage repair. All change orders are subject to approve by the Kentucky Department of Education Facilities Management. All members present voted AYE.

Change Order 15-1	$164,935.00
Change Order 15-2	130,971.87
Change Order 16-1	23,900.00
Change Order 16-2	6,416.38
Change Order 16-5	1,742.37

ORDER #403

2012-2013 AMENDED CALENDAR APPROVED

The motion was made by Carl J. Howard, duly seconded by Caroline Isaac and carried to approve 2012-2013 amended calendar. All members present voted AYE. (attachment)

ORDER #404

FRYSC SALARY APPROVED

The motion was made by Carl J. Howard, duly seconded by Caroline Isaac and carried to approve that Family Resource Youth Service Center positions will be paid

according to the classified salary schedule as set forth by the board. All members present voted AYE.

ORDER #405

BUS DRIVER POSITION APPROVED

The motion was made by Caroline Isaac, duly seconded by Carl J. Howard and carried to approve to create one full time bus driver position for the 2013-2014 school year. All members present voted AYE.

ORDER #406

RECEPTIONIST POSITION APPROVED

The motion was made by Bill May, duly seconded by Ray Helton and carried to approve to create a Receptionist position at Central Office for a 185 day contract and to be paid according to the classified salary schedule as set forth by the board. All members present voted AYE.

ORDER # 407

COOK'S POSITIONS APPROVED

The motion was made by Bill May, duly seconded by Ray Helton and carried to approve to create three (3) cook's positions at MCHS/HWMS. All members present voted AYE

ORDER #408

VENDOR TABLED APPROVED

The motion was made by Caroline Isaac, duly seconded by Carl J. Howard and carried to table approving vendor to provide drug testing services for bus drivers. All members present voted AYE.

ORDER #409

TWO CERTIFIED POSITIONS APPROVED

The motion was made by Carl J. Howard, duly seconded by Caroline Isaac and carried to approve to create two (2) certified Instructional Coach positions and also approve job description. All members present voted AYE. (attachment)

ORDER #410

LEGISLATIVE CONTACT APPROVED

The motion was made by Carl J. Howard, duly seconded by Caroline Isaac and carried to approve to appoint Sanford Holbrook as a legislative contact to represent Magoffin County Schools per request of KSBA All members present voted AYE.

ORDER #411

ACKNOWLEDGE PERSONNEL ACTIONS

The motion was made by Carl J. Howard, duly seconded by Caroline Isaac and carried to approve to acknowledge personnel actions. All members present voted AYE. (attachment)

ORDER #412

CLOSED SESSION

The motion was made by Caroline Isaac, duly seconded by Ray Helton, and carried to approve to enter into closed session to discuss pending litigation. All members present voted AYE.

ORDER #413

RETURN TO OPEN SESSION

The motion was made by Carl J. Howard, duly seconded by Bill May and carried to approve to return to open session. All members present voted AYE.

ORDER # 414

SUPERINTENDENT CONTRACT AMENDED

The motion was made by Caroline Isaac, duly seconded by Ray Helton and carried to approve to amend contract of current Superintendent, Stanley Holbrook to reflect that his yearly base salary be set in the amount of the preceding Superintendent's base salary as was set in the 2011-2012 school year and that his amended salary shall take effect July 1, 2013. All members present voted AYE. (attachment)

Board members evaluated Superintendent, Stanley Holbrook and asked Board Secretary, Michelle Howard to report to the board the findings of the Superintendent's evaluation.

ORDER #415

ADJOURNMENT

The motion was made by Bill May, duly seconded by Carl J. Howard and carried to approve to adjourn. All members present voted AYE.

CHAIRMAN

SECRETARY