MAYFIELD INDEPENDENT SCHOOL SYSTEM
MAYFIELD, KENTUCKY
SUPERINTENDENT'S EMPLOYMENT CONTRACT

THIS SUPERINTENDENT'S EMPLOYMENT CONTRACT made and entered into on this the _____ day of April, 2015, by and between **JOE HENDERSON**, of 686 State Route 2205, Mayfield, Kentucky 42066, party of the first party, hereinafter referred to as "**SUPERINTENDENT**" and the **BOARD OF EDUCATION of the MAYFIELD INDEPENDENT SCHOOL SYSTEM**, 914 East College Street, Mayfield, KY 42066, party of the second party, hereinafter referred to as "**BOARD**".

WITNESSETH:

WHEREAS, the **BOARD** has voted to employee **SUPERINTENDENT** as the Chief Executive Officer for the Mayfield Independent School System; and

WHEREAS, BOARD and **SUPERINTENDENT** desires for this new Employment Contract to be a four (4) year contract commencing on July 1, 2015 and ending on June 30, 2019; and

WHEREAS, BOARD and **SUPERINTENDENT** believe that a written Employment Contract is necessary to describe their employment relationship and to serve as the basis of effective communication between them as they fulfill their governance and administrative functions in the operations of the Mayfield Independent School System.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants herein contained and for the further consideration of the employment of **SUPERINTENDENT** by **BOARD,** the **SUPERINTENDENT** and **BOARD** agree as follows:

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WILSON
P.O. Box 708
Mayfield, KY
42066-0034

1. **TERM OF EMPLOYMENT.**

(a) The term of this Employment Contract shall commence on July 1, 2015 and shall terminate at midnight on June 30, 2019.

(b) The **BOARD** and the **SUPERINTENDENT** may, by mutual consent, extend this Employment Contract for a period of one (1) year subsequent to June 30, 2019 by providing for its extension in the Board's Minutes, without the necessity of amending this employment contract.

2. **SUPERINTENDENT'S DUTIES.**

The **SUPERINTENDENT** shall be responsible for and perform all required statutory acts and duties incident to the office of Superintendent of a school system, including but not limited to, the following:

(a) All duties and responsibilities of a Superintendent, as set forth in the appropriate job description, and **BOARD** policies that are now in existence or which may hereinafter be adopted.

(b) All duties and responsibilities of a school superintendent generally imposed by or implied from the laws of the Commonwealth of Kentucky, including but not limited to, all applicable Kentucky and United States statutes, other applicable laws, rules or regulations, or customs or practices within the State of Kentucky.

(c) Serving as Chief Administrative Officer and the executive Officer of the Mayfield Independent School System.

(d) Shall be a full-time (12 months) certified employee.

(e) Shall, at all times, hold a valid certificate issued by the Commonwealth of Kentucky showing he is qualified to serve as a Superintendent.

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3. **SUPERINTENDENT'S COMPENSATION.**

(a) **Salary:** The **BOARD** shall pay the **SUPERINTENDENT** an annual salary of $112,000.00. This salary shall be paid to **SUPERINTENDENT** in regular installments in accordance with the salary payment schedule in effect for other certified employees of the school system. The **BOARD** and the **SUPERINTENDENT** may mutually agree to adjust the salary of the **SUPERINTENDENT** during the term of this agreement provided, that in no event shall the **SUPERINTENDENT** be paid less than the salary specified above. Any adjustment of the salary of the **SUPERINTENDENT** shall be in the form of an amendment to this employment contract. However it is to be expressly understood that any increase in salary for the **SUPERINTENDENT** shall be in the sole and absolute discretion of the **BOARD**.

(b) **Benefits:** During the term of this contract, **SUPERINTENDENT** shall receive and participate in the benefits provided by the Board generally to all full-time certified employees of **BOARD,** except as provided otherwise in Paragraph 3(c). Such benefits are subject to change at any time on the same basis as generally changed for all other full-time certified staff employees.

(c) **Other Fringe Benefits**: **SUPERINTENDENT** shall further be entitled to participate in other fringe benefits as may from time be approved by the **BOARD** specifically for **SUPERINTENDENT** or required to be provided **SUPERINTENDENT** by law, but subject to the following:

(i) **Retirement**: The **SUPERINTENDENT** shall have the same retirement benefits as provided for Superintendents under the Kentucky Teachers Retirement System.

(ii) **Term Life Insurance**: The **BOARD** shall provide (and pay for) a term life insurance policy on the **SUPERINTENDENT'S** life in an amount equal to three times the **SUPERINTENDENT'S** annual salary but with the maximum amount to be paid by the **BOARD**.

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(iii) **Disability Insurance**: The **BOARD** shall provide (and pay for) a disability policy for the **SUPERINTENDENT** in the maximum amount permissible.

(iv) **Vacation**: It is understood and agreed that each school year runs from July 1st to June 30th and consists of two hundred forty (240) working days, which is calculated by subtracting holidays, vacation days and weekends from a 365 day year. The **SUPERINTENDENT** may elect a total of three (3) weeks vacation, which includes fifteen (15) working days. It is understood that the **SUPERINTENDENT'S** vacation days shall not accumulated for use in successive years and may not be taken at any time while school is in session.

(v) In addition to the vacation days set forth above the **SUPERINTENDENT** may observe the following legal holidays: New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

(vi) **Sick Days**: The **SUPERINTENDENT** shall have ten (10) sick days annually. Unused sick days may accumulate without limit.

(vii) **Health Insurance**: The **SUPERINTENDENT** may participate in the state health insurance plan on the same basis as any other certified employee of the Mayfield Independent School System. If for any reason the **SUPERINTENDENT** elects not to participate in the state health insurance plan the **BOARD** shall, as additional compensation to the **SUPERINTENDENT**, pay him a monthly amount equal to, but not greater than, what the monthly premium would be had he elected to participate in the state health insurance plan for his entire family.

(viii) **Automobile**: The **BOARD** shall provide the **SUPERINTENDENT** an automobile, of the **BOARD'S** choice to be solely used by the **SUPERINTENDENT** and solely for school purposes, including but not limited to commuting to and from school.

Except for such benefits as set forth in this contract, **SUPERINTENDENT** shall be entitled to no further benefits from the **BOARD,** except those specifically required by law or specifically approved by **BOARD** Minutes.

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4. **WORKING DAYS.**

(a) **Working Days**: It is understood that the school year, from July 1st through June 30th during the term of this agreement shall consist of 240 working days

(b) **Absence from Duty:** If the **SUPERINTENDENT** elects to be away from his job for five (5) or more consecutive days, other than vacation days and approved holidays, he shall obtain approval, in advance, from the **BOARD** for any additional consecutive working days absences.

(c) Days not worked by the **SUPERINTENDENT** shall be noted in the Minutes of the next regularly scheduled Board Meeting after said days off were taken.

5. **EVALUATION OF SUPERINTENDENT.**

Annually, but no later than April 1st of each year during the term of this contract, **BOARD** shall review with **SUPERINTENDENT** the **SUPERINTENDENT'S** job performance; **SUPERINTENDENT'S** progress toward goals established by **BOARD** or **SUPERINTENDENT;** the working relationship among the **SUPERINTENDENT, BOARD,** staff, students and the community at large; changes in the annual salary and other terms and conditions of employment for the next school year; and, any other matters relative to the employment of the **SUPERINTENDENT. SUPERINTENDENT** shall annually advise the **BOARD** of this obligation in sufficient time to allow both **SUPERINTENDENT** and **BOARD** to prepare for this evaluation.

6. **TERMINATION OF EMPLOYMENT CONTRACT.**

This Employment Contract may be terminated by:

(a) Mutual agreement of the parties.

(b) Retirement of the **SUPERINTENDENT**.

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(c) Disability or death of the **SUPERINTENDENT**.

(d) **Discharged for Cause**: Discharge for cause shall constitute conduct which is seriously prejudicial to the Mayfield Independent School System, including but not limited to, neglect of duty or breach of contract. Notice of discharge for cause shall be given in writing and **SUPERINTENDENT** shall be entitled to appear before the **BOARD** to discuss such causes. If **SUPERINTENDENT** chooses to be accompanied by legal counsel at such meeting, he or she shall bear any cost involved. The meeting shall be conducted in closed, executive session. **SUPERINTENDENT** shall be provided a written decision describing results of the meeting.

(e) By expiration of its term.

7. **SUPERINTENDENT'S LOYALTY.**

SUPERINTENDENT shall devote all of his working time, attention, knowledge and skills exclusively to the business and interests of the **BOARD. SUPERINTENDENT** may, however, with **BOARD** approval, undertake consulting work, speaking engagements, writing, lecturing or other activities as long as they do not interfere with the discharge of **SUPERINTENDENT'S** duties and responsibilities set forth in this employment contract. The **BOARD**, in its sole and absolute discretion, shall determine whether such other work/activities interfere with the discharge of **SUPERINTENDENT'S** duties and responsibilities. Any fee, honorarium, gift or reimbursement for travel expenses received by **SUPERINTENDENT** in performance of such work/activity shall be retained by the **SUPERINTENDENT**. However the **SUPERINTENDENT** shall not recover his costs/travel expenses from both the **BOARD** and the other paying party.

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8. **SUPERINTENDENT'S DISABILITY.**

(a) Should the **SUPERINTENDENT** be unable to perform his duties due to physical and/or mental conditions, and upon expiration of all sick leave entitlement, as provided by law or the policies of this **BOARD,** and upon written evaluation by a licensed physician designated by the **BOARD** indicating the inability of the **SUPERINTENDENT** to further perform his job duties, this contract may be terminated by the **BOARD.** The provisions of this paragraph shall not be deemed to affect any other benefits which may be available to the **SUPERINTENDENT,** including but not limited to, those available under the applicable retirement program, health insurance, workers' compensation or otherwise.

(b) The **SUPERINTENDENT** acknowledges and represents to the **BOARD** and, as an inducement to the **BOARD** to employ him that, to the best of his knowledge and belief, he has no medical, physical, or mental disability, which the **BOARD** is not aware of, nor a previous drug or alcohol problem, which would impair his ability to perform his duties as Superintendent.

(c) The **SUPERINTENDENT** agrees to have a comprehensive medical examination during the period prior to June 30, 2015. Annually thereafter he shall have a comprehensive medical examination prior to June 30 of each year and shall direct the person (physician and/or psychiatrist) performing said examination(s) to certify his physical and or mental competency with the chairperson of the **BOARD**, which shall be treated as confidential information by the **BOARD**.

(d) The cost of any medical and/or psychiatric evaluation shall be paid for by the **BOARD**.

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9. **SUPERINTENDENT'S DEATH DURING EMPLOYMENT.**

If **SUPERINTENDENT** should die during the term of this employment, **BOARD** shall pay to the estate of **SUPERINTENDENT** the compensation which otherwise would be payable to **SUPERINTENDENT** to the end of the month in which **SUPERINTENDENT'S** death occurs. Thereafter, **BOARD** shall have no further responsibility hereunder and this contract shall automatically terminate effective the last day of the month in which the **SUPERINTENDENT'S** death occurs. This paragraph shall not be deemed to affect any other benefits which may be available to **SUPERINTENDENT**, including, but not limited to, those available under the applicable retirement program, health insurance, workers' compensation or otherwise.

10. **PROFESSIONAL ACTIVITIES.**

Upon **BOARD** approval, **SUPERINTENDENT** is encouraged to attend appropriate professional education meetings at the local, state and national levels. **BOARD** shall pay all reasonable expenses/costs incurred by **SUPERINTENDENT** during his attendance at such meetings, as allowed by the general policies adopted by **BOARD.** In addition, **BOARD** shall pay the membership fees normally associated with membership in such professional education groups (example: KSBA, NSBA, KASA, AASA, KASS).

11. **CIVIL AND COMMUNITY INVOLVEMENT.**

BOARD encourages **SUPERINTENDENT** to be "visible" as the chief executive officer of the Mayfield Independent School System. In this regard, **BOARD** will pay the membership dues to one (1) major civic club in the Mayfield, Graves County, Kentucky community.

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12. **TENURE.**

SUPERINTENDENT acknowledges that he is not eligible for tenure as **SUPERINTENDENT** under Kentucky law. Moreover, neither this contract nor matters regarding **SUPERINTENDENT'S** employment shall be deemed to confer tenure status on **SUPERINTENDENT,** whether express or implied. **SUPERINTENDENT'S** rights as **SUPERINTENDENT** are limited to those in this contract. This section has no application to any previously earned tenure rights that the **SUPERINTENDENT** earned as a certified employee of the Mayfield Independent School System pursuant to KRS 161.721.

13. **MISCELLANEOUS.**

(a) **Governing Law**: This contract has been executed in the state of Kentucky and shall be governed in accordance with the laws of Kentucky in every respect, including all applicable administrative rules and regulations. This contract is further subject to the **BOARD'S** policies, rules and regulations as nor or hereafter adopted.

(b) **Headings:** Paragraph headings and numbers have been inserted for convenience or reference only. If there shall be any conflict between any such headings or numbers and the test of this contract, the test shall control.

(c) **Exclusive Terms:** This contract contains all the terms agreed upon by the parties with respect to the subject matter hereof and supersedes all prior agreements, contracts, arrangements and communications between the parties concerning such subject matter, whether oral or written, including but not limited to, any prior contract.

(d) **Severability:** The provisions of this contract shall be deemed severable, and the invalidity of any portion hereof shall not affect the validity of the remainder thereof.

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(e) **Binding Effect**: This contract shall be binding upon and inure to the benefit of the respective parties and their respective heirs, legal representatives, successors and assigns.

IN WITNESS WHEREOF, the parties hereto have duly executed this Superintendent's Employment Contract, on the day and date first above written.

BOARD:

BOARD OF EDUCATION OF MAYFIELD INDEPENDENT SCHOOL SYSTEM

By: _____
MATT MONROE, CHAIRMAN

SUPERINTENDENT:

_____
JOE HENDERSON

****

STATE OF KENTUCKY
COUNTY OF GRAVES

I, the undersigned, a Notary Public in and for the state and county aforesaid, do hereby certify that the foregoing Superintendent's Employment Contract was produced to me in my State and County and was subscribed, sworn to acknowledged and verified before me by **MATT MONROE, as CHAIRMAN of the BOARD OF EDUCATION OF MAYFIELD INDEPENDENT SCHOOL SYSTEM**, who is personally known to me or who produced sufficient identification to prove his identity to me, to be his free act and deed as Chairman of the Board of Education and to be the free act and deed of Mayfield Independent Schools System, for the purpose therein set forth, on this the 2nd day of April, 2015.

My Commission Expires:
10/14/17

_____
Notary Public, State-at-Large

****

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STATE OF KENTUCKY
COUNTY OF GRAVES

I, the undersigned, a Notary Public in and for the state and county aforesaid, do hereby certify that the foregoing Superintendent's Employment Contract was produced to me in my State and County and was subscribed, sworn to, acknowledged and verified before me by **JOE HENDERSON**, to be his free act and deed, for the purpose therein set forth, on this the 10th day of April, 2015.

My Commission Expires:
10/14/17

Notary Public, State-at-Large

THIS INSTRUMENT PREPARED BY:

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