

CONTRACT OF EMPLOYMENT

THIS CONTRACT is entered into by and between the **BOARD OF EDUCATION** of the Pikeville Independent School District, located in Pikeville, Pike County, Kentucky (hereinafter “the District” or “the Board”), and

JERRY T. GREEN (hereinafter “the Superintendent”), for the position of Superintendent of Schools for the Pikeville Independent School District.

THE BOARD AND SUPERINTENDENT AGREE AS FOLLOWS:

1. **TERM:** The Board, in consideration of the promises of the Superintendent stated in this contract, employs the Superintendent as Superintendent of Schools for a term beginning the 1st day of July of 2014, and ending the 30th day of June 2018. Pursuant to KRS 160.350(4), the Board, by majority vote prior to June 30 of any year, may extend this contract for one (1) year.

The Superintendent shall inform the Board on or before November 1, 2017, as to whether or not he intends to seek an additional term as Superintendent of the District beyond June 30th of 2018.

2. **PROFESSIONAL CERTIFICATION AND RESPONSIBILITIES OF SUPERINTENDENT:**

A. **CERTIFICATION:** The Superintendent shall hold a valid certification which qualifies the Superintendent to hold the position of Superintendent and shall hold such certification throughout the period of employment as Superintendent.

B. **DUTIES:** The Superintendent shall devote his normal business hours to the discharge of his duties as set out by the laws of this nation and this Commonwealth, the rules and regulations of the state and local Boards of Education, and that failure to do so will

invalidate this contract, except that he may enter into a contract with this Board in accordance with the provisions of KRS 160.440.

C. **OUTSIDE ACTIVITIES:** The Superintendent shall devote his normal business hours exclusively to the business of the school district, pursuant to KRS 160.390, except with advance written consent of the Board as set out in the Board minutes.

3. **PROFESSIONAL GROWTH OF SUPERINTENDENT:** The Board encourages the continuing professional growth of the Superintendent through the Superintendent's participation, as he might decide in light of the Superintendent's responsibilities as Superintendent, in:

A. the operations, programs, and other activities conducted or sponsored by local, state, and national school Board and school administrator associations;

B. seminars and courses offered by public or private educational institutions;
and,

C. informational meetings with other groups and persons whose particular skills or backgrounds would serve to improve the capacity of the Superintendent to perform his or her professional responsibilities for the Board.

It is understood and agreed that the District may permit a reasonable amount of time for the Superintendent to attend such meetings, but the Superintendent shall be responsible for all fees, travel and subsistence expenses that are incurred.

4. **COMPENSATION:** The Superintendent shall receive as base annual salary for fiscal year July 1, 2014 – June 30, 2015, the sum of \$204,941.77, and thereafter for the remaining term of the Contract, he shall be paid an amount equal to his base annual salary for the previous year plus an annual increase equal to the same percentage increase in pay, if any,

granted to other certified personnel of the District in each fiscal year, which in computing same, shall include any “experience step” increase as evidenced by the District’s salary schedule approved in that fiscal year. Since the District’s certified salary schedule is based on a 185 day contract, and the Superintendent’s contract is 240 days, the “experience step” of the Superintendent shall be calculated by dividing the dollar amount of the “experience step” by the 185 days and then multiplying that figure by 240 days. Any increase in salary for the Superintendent during the life of his contract shall not be deemed either a new contract or that the termination date of his contract, or any extension thereof, has been extended.

In addition to the minimum annual raise of the salary of the Superintendent, the Board may vote to grant the Superintendent an additional merit raise. In any event, the Superintendent’s then current salary may not be decreased. This salary shall be paid to the Superintendent in regular installments, in accordance with the schedule of salary payments in effect for other certified employees.

Waiver of Superintendent’s Presence: The Board hereby waives the Superintendent’s presence at any and all meetings of the Board when the Superintendent’s tenure, salary and/or administration of his office is under consideration unless a majority of the Board votes in open session to request the Superintendent to leave the meeting during the consideration of his or her tenure, salary and/or administration of office.

5. **BOARD ATTORNEY:** The Superintendent has the authority to utilize and direct the services of the Board Attorney in the discharge of his duties, as herein described, except when the services of said Board Attorney would or may conflict with the legal interests of the Board. The Board retains the authority to employ and terminate the Board Attorney.

6. **EXPENSES:** The Board will NOT reimburse the Superintendent for expenses/premiums related to health insurance, retirement payments to KTRS, dues/registration fees, mobile phone, vacation, travel or any other general expenses incurred by the Superintendent in the continuing performance of his duties as Superintendent, but may consider reimbursement for expenses that in the Board's opinion are extraordinary or unexpected.

7. **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 work for five (5) or more days consecutively, the Superintendent shall seek prior Board approval. Days not worked by the Superintendent shall be noted in the minutes of the next regular Board meeting after said days are taken, and shall include a summary of days taken during the current Contract year, as well as days available, but not taken, by the Superintendent during the current Contract year.

8. **ANNUAL LEAVE:** The Superintendent shall be entitled to twenty (20) days of annual leave during each Contract year. These annual leave days carry over into the next school year if not taken. Upon retirement, the Superintendent shall be paid for any unused annual leave up to a maximum of sixty (60) days.

9. **LEAVES:** The Superintendent shall accrue all sick leave days as authorized by Board Policy for certified employees. Consistent with statutory law and Board Policy, the Superintendent shall be permitted to transfer all sick leave accumulated.

10. **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.

11. **TERMINATION OF EMPLOYMENT AGREEMENT:** This Contract may be terminated per the Board's Policy and shall also be terminated by the following:

- a. By expiration of its term;
- b. Mutual agreement of the parties;
- c. Discharge for cause.

12. **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 enumerated in this Contract, and the specific provisions herein override and supersede any general policy which might be in existence for other employees.

13. **HIRING:** The Superintendent shall, to the best of the Superintendent's ability, secure capable and qualified candidates for various available positions within the District which are subject to appointment by the Superintendent.

14. **VENUE:** This Contract is expressly being entered into and is to be performed in Pike County, Kentucky, and any controversy or litigation concerning the interpretation or construction of this Contract, or any default or breach thereof, shall, in all respects, be governed, construed and enforced in accordance with the laws of the Commonwealth of Kentucky, and the parties, to the extent that they may legally do so, do hereby waive any objection they may have to jurisdiction, and consent and agree that the proper venue of any controversy concerning this Contract shall be in the Pike County State Courts.

15. **MODIFICATION:** No waiver, release, modification or amendment of any of the terms, conditions or provisions of this Contract is valid unless it is in writing and duly executed by the Board and the Superintendent.

16. **DESCRIPTIVE HEADINGS:** The descriptive headings and captions contained in this Contract are inserted for convenience and identification purposes only, and shall not be construed as affective, in any way, the meaning of the provisions hereof. Whenever the context hereof so permits or requires, the singular of any word shall include the plural and the plural shall include the singular.

17. **PARTIES BOUND:** All the terms, conditions and provisions of this Contract shall be binding upon the parties hereto, their respective heirs, personal representatives, successors and assigns, whether specifically so stated or not.

18. **ENTIRE AGREEMENT:** This Contract constitutes the entire agreement of the parties with respect to the subject matter hereof, and supersedes all prior and contemporaneous negotiations, representations and understandings of the parties hereto relating to the subject matter hereof.

IN WITNESS WHEREOF, the parties hereto subscribe their signatures this the _____ day of _____, 2014.

The "SUPERINTENDENT"

JERRY T. GREEN

PIKEVILLE INDEPENDENT SCHOOL DISTRICT

BY: _____
MARK MYERS

ITS: CHAIRMAN, BOARD OF EDUCATION

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2014, by Jerry T. Green, Superintendent.

My Commission expires: _____.

NOTARY PUBLIC

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2014, by MARK MYERS, Chairman of the Board of Education.

My Commission expires: _____.

NOTARY PUBLIC