

Pikeville Independent Board of Education Special Meeting

November 14, 2017 6:00 PM

Pikeville Elementary School - Chester Bailey Library

Attendance Taken at 6:09 PM:

Present Board Members:

Mr. Forrest Beeler

Mrs. Ashley Brown

Ms. Ann Carty

Dr. Mark Myers

Dr. Kevin Pugh

I. Call to Order

Chairman Dr. Mark Myers called the meeting to order at approximately 6:07 pm.

II. Student Achievement

A. Student/Staff Recognition

Mrs. Jatanna Hall, 6th Grade Reading Teacher, introduced three students who participated in the Living Wax Museum. This was an entire grade level project that invites the public, parents, other students, and news media to attend.

B. SBDM/PES Principal's Report

Principal Robert Jones began by presenting the school's physical activity report. Mr. Jones presented new tools that will be utilized this year to compile data and monitor student progress. Both Mr. Jones and the council discussed the benefits of this new method and shared their excitement for the direction of improving student achievement.

C. PHS Principal's Report

Principal David Thomas provided updates on extra-curricular, academic, and athletic activities. Mr. Thomas noted that the Pre-ACT would be administered tomorrow. He announced that Dr. Scott Bersaglia, Band Director was named the 2017 McDonald's Tri-State Teacher of the Year. Mr. Thomas also invited Members to the upcoming Athletic Hall of Fame induction ceremony.

D. Instructional Supervisors' Report

No Instructional Supervisors' Report was given.

III. Action/Consent Items

Order #1487 - Motion Passed: Motion to approve all action/consent items as presented passed unanimously with a motion by Dr. Kevin Pugh and a second by Mrs. Ashley Brown.

- A. Excuse absence of Forrest Beeler at the October 17, 2017 Regular Meeting**
- B. Approve Minutes of the October 17, 2017 Regular Meeting**
- C. Approve Bills, Payrolls, and Financial Reports for the period October 18, 2017 to November 14, 2017**
- D. Approve Transportation/Trip Requests**
 - 1. PHS Girls Basketball to Wise, VA on November 25, 2017**
- E. Ratify Transportation/Trip Requests**
 - 1. PJHS Football to Lexington, KY on October 28-29, 2017**
 - 2. PHS Cross Country to Lexington, KY on November 3-4, 2017**
 - 3. PHS/PJHS Cheerleaders to Lexington, KY on November 10-11, 2017**
- F. Approve Surplus Property**
- G. Approve Series 2012 Bond Payment in the amount of \$11,787.92**
- H. Approve Rental Agreement with Pikeville YMCA**
- I. Approve MOA with Big Sandy Community & Technical College**
- J. Approve DCBS Agreement**

IV. Action/Discussion Items

A. Nutrition and Physical Activity Report

Director of Food Service, Kristy Orem presented the annual Nutrition Report. Mrs. Orem noted that her focus for this year is to increase breakfast participation. A new 'grab and go' breakfast program has been implemented and is already generating higher student participation. She also asked that the elementary site based council consider eliminating the policy allowing outside food from restaurants to be brought in during lunch.

Mr. Elisha Justice, PHS Family Resource Center Representative presented the Physical Activity Report for the high school. This report details the amount of time students spend in physical activities during school and in their extra-curricular and sports activities.

B. Hambley Athletic Complex Use Agreement

Superintendent Green gave a copy of an updated use agreement between the district and the City of Pikeville pertaining to the Hambley Athletic Complex. Mr. Green noted that the district currently pays just over \$32,000 annually with the current agreement. The updated agreement contains additional items for a bond issue and expenses (\$16,581.45) pertaining to constructing a new indoor athletic facility which would also include a 10 year re-payment schedule with a total cost of \$599,610.20. Currently, the proposed agreement includes additions of: district paying 50% of electric costs for the complex (approximately \$25,000), paying 100% of the utility expenses of the new Field House, increase in liability insurance

limits from \$1 million to \$2 million, installation of HVAC unit in field house (in excess of \$200,000), and covering the costs of custodial expenses to maintain the new facility.

Superintendent Green asked Members to review this agreement and consider the proposed changes. Mr. Green stated that he would be in discussion with the City Manager regarding these proposed increases in costs to the district. He added that a special meeting or work session may be necessary with the City of Pikeville to review and give final approval prior to the next regular meeting.

V. Information/Review Items

A. Personnel Report

Superintendent's Personnel Report November 2017

NEW HIRES:

Lisa Burke, Cook – PHS

RETIREMENTS:

Connie Casebolt, Media Librarian – PES

RESIGNATIONS:

James Allen, Instructional Assistant – PHS

SUBSTITUTES:

Collan McCoy, Instructional Assistant

PARAPROFESSIONALS:

Audrianna Ray, Co-Assistant Volleyball Coach
Taylor Watkins, Co-Assistant Volleyball Coach

B. Miscellaneous

Superintendent Green mentioned the upcoming KSBA Winter Conference and noted that Members who plan to attend can contact the district office to begin registration and travel arrangements.

Board Member Ashley Brown requested a report of all days taken off by the Superintendent this year to be documented within the minutes each month. Mrs. Brown added that she would like a full copy of the Board approved Superintendent Contract for 2014-2018 and 2018-2022 to be added to the minutes (see following pages).

VI. Adjournment

Order #1488 - Motion Passed: Adjournment passed unanimously with a motion by Mr. Forrest Beeler and a second by Ms. Ann Carty.

Mark Myers, Chairman
Pikeville Independent Board of Education

Jerry T. Green, Superintendent
Pikeville Independent Board of Education

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. **VACATION AND ANNUAL LEAVE:** The Superintendent shall be entitled to twenty (20) days of unpaid vacation and twenty (20) paid annual leave days during each Contract year. The 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

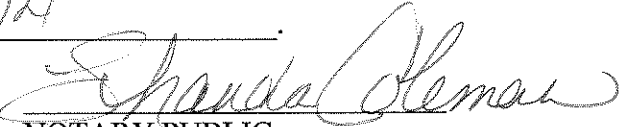
ITS: CHAIRMAN, BOARD OF EDUCATION

STATE OF Kentucky

COUNTY OF Pike

The foregoing instrument was acknowledged before me this 30th day of June, 2014, by Jerry T. Green, Superintendent.

My Commission expires: 9-9-14.


NOTARY PUBLIC

STATE OF Kentucky

COUNTY OF Pike

The foregoing instrument was acknowledged before me this 30th day of June, 2014, by MARK MYERS, Chairman of the Board of Education.

My Commission expires: 9-9-14.


NOTARY PUBLIC

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IN WITNESS WHEREOF, the parties hereto subscribe their signatures this the

28th day of July, 2017.

The "SUPERINTENDENT"


JERRY T. GREEN

PIKEVILLE INDEPENDENT SCHOOL DISTRICT

BY: Mark Myers
MARK MYERS

ITS: CHAIRMAN, BOARD OF EDUCATION

STATE OF Kentucky
COUNTY OF Pike

The foregoing instrument was acknowledged before me this 19th day of
July, 2017, by Jerry T. Green, Superintendent.

My Commission expires: 9-9-18

Shanda Coleman
NOTARY PUBLIC

STATE OF Kentucky
COUNTY OF Pike

The foregoing instrument was acknowledged before me this 28th day of
July, 2017, by MARK MYERS, Chairman of the Board of Education.

My Commission expires: 9-9-18

Shanda Coleman
NOTARY PUBLIC