

## CONTRACT OF EMPLOYMENT

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

**STEPHEN DAVID TRIMBLE** (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 1<sup>st</sup> day of July of 2020, and ending the 30<sup>th</sup> day of June 2024. The Board may by specific action and with the consent of the Superintendent further extend the termination date of the Superintendent's contract to the full extent permitted by the state law pursuant to KRS 160.35(4).

The Superintendent shall inform the Board on or before November 1, 2023, as to whether or not he intends to seek an additional term as Superintendent of the District beyond June 30<sup>th</sup> of 2024.

### 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.

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**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.


**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 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, and the Board will pay for reasonable and necessary fees and travel and subsistence expenses as may be approved, in advance, by the Board.

  
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4. **COMPENSATION:** The Superintendent will be paid an annual base salary of \$176,500.00 per year to be paid in equal and regular monthly installments, in accordance with the schedule of salary payments in effect for other certified employees.

The Board may vote to grant the Superintendent a merit raise. In any event, the Superintendent's then current salary may not be decreased.

5. **OTHER BENEFITS:**

**Health Insurance:** The Superintendent shall be entitled to health insurance benefits for both himself and his family members at the district's expense through the plan offered to other certified and twelve (12) month administrative employees of the district.

**Living Expenses:** The Superintendent shall be entitled to reimbursement of up to four months of reasonable living/rental expenses not to exceed \$1,500 per month.

**Moving Expense:** The Superintendent shall be reimbursed for his moving expenses up to a maximum of \$4,000.00.

**Professional Associations:** The Board shall pay 100 percent of all reasonable membership charges to any professional associations in which the Superintendent feels it is necessary to maintain and improve his professional skills, as permitted by state law and as first approved by the Board.

**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.

  
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**Computer Use:** The Superintendent shall be entitled to a Board owned computer for use at home and/or work and consistent with the District acceptable use policy.

**Community Activity Groups:** During the term of this contract, the Board shall reimburse the Superintendent for his dues paid to board approved civic organizations.

6. **EXPENSES**

**General Expenses:** The Board shall reimburse the Superintendent for reasonable expenses approved by the Board and incurred by the Superintendent in the continuing performance of his duties as Superintendent.

**Automobile Expenses:** The Superintendent shall be reimbursed for out of district mileage according to Board policy. The Superintendent shall not be entitled to reimbursement for mileage to and from the workplace from the Superintendent's residence.

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 seven (7) 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. **LEAVES:** The Superintendent entitled to and 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.

  
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9. **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.

10. **TERMINATION OF EMPLOYMENT AGREEMENT:** This Contract may be terminated per the Board's Policy and shall also be terminated by expiration of its term, mutual agreement of the parties, or discharge for cause.

11. **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.

12. **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.

13. **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.

  
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14. **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.

15. **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.

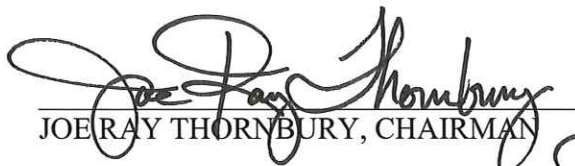
16. **PARTIES BOUND:** All the terms, conditions and provisions of this Contract shall be binding upon the parties hereto, their respective heirs, personal representatives, successors and assigns, whether specifically so stated or not.

17. **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

19<sup>th</sup> day of May, 2020.

  
STEPHEN DAVID TRIMBLE, SUPERINTENDENT

  
JOERAY THORNBURY, CHAIRMAN

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STATE OF Kentucky

COUNTY OF Pike

The foregoing instrument was duly sworn acknowledged before me this 19<sup>th</sup>  
day of May, 2020, by Steven David Trimble, Superintendent and Joe  
Ray Thornbury, as Chairman of the Pikeville Independent School District Board of Education.

My Commission expires: 9-4-22

[Signature]  
NOTARY PUBLIC

608186  
NOTARY ID#

We have reviewed and voted for this contract in open sessions on the 19<sup>th</sup> day of  
May, 2020.

[Signature]  
ASHLEY BROWN

[Signature]  
DR. MARK MYERS

[Signature]  
DR. KEVIN PUGH

[Signature]  
BRITTANY CARTER RATLIFF

[Signature]  
JOE RAY THORNBURY

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Trimble Initials

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Thornbury Initials