

**ESTILL COUNTY BOARD OF EDUCATION
IRVINE, KENTUCKY**

CONTRACT EMPLOYING SUPERINTENDENT

This Agreement, made and entered into, effective April ____, 2023, by and between THE BOARD OF EDUCATION OF ESTILL COUNTY, KENTUCKY (hereinafter referred to as the “BOARD”), and CHARLIE BROCK (herein referred to as the “SUPERINTENDENT”), and authorized by action at the lawful meeting of the Board held on the ____ day of April, 2023.

The Board and Superintendent, for the consideration hereinafter specified, agree as follows:

- I. TERM OF EMPLOYMENT: Superintendent is hereby employed for a term commencing on July 1, 2023 and ending on June 30, 2027 as Superintendent of the Estill County Schools.

- II. DUTIES: The duties and responsibilities of the Superintendent shall be all of those duties incident to the Office of Superintendent imposed by the laws and regulations of the Commonwealth of Kentucky and in keeping with the policies of the Board, and such other duties and responsibilities as may be assigned to the Superintendent from time to time by the Board.

- III. OUTSIDE ACTIVITIES: Superintendent shall devote his time, attention and energy to the business of the Estill County Schools.

The Superintendent and Board recognize the advisability and on occasion the necessity of the Superintendent to attend seminars, courses or programs conducted or sponsored at the local, state or national levels. The Board shall permit a reasonable amount of time for the Superintendent to attend such meetings and agree to pay the necessary fees, travel and subsistence expenses as it may approve or as may be provided for in local Board policy. The attendance herein provided for shall be limited to seminars, courses or other programs that will benefit the Estill County School System and the Board shall have ultimate discretion in determining the Superintendent’s attendance and the amount of money to be provided to the Superintendent to defray reasonable and necessary travel and subsistence expenses.

Should the Superintendent attend any function, meeting, seminar or program where his attendance is paid for by a third party or for which he is compensated as a lecturer or consultant, the time spent away from the school system while attending such function shall not be considered as part of his 240 required working days and the Board shall not be required to pay the Superintendent’s expenses incurred as result of such attendance.

- IV. COMPENSATION: The salary of the Superintendent shall be ONE HUNDRED TWENTY THOUSAND DOLLARS (\$120,000.00) per school year. The salary shall be paid in bi-monthly installments on the same dates that administrators who work 12 months are paid. In the event all other certified employees of the Board, as a group, are granted an annual increase or increases in salary during the term of this agreement, the Superintendent shall also receive an increase in his annual salary equal in percentage to that given by the Board to all of its other certified employees.

The Board may adjust the salary of the Superintendent during the term of this Agreement but in no event shall the salary be less than specified above. Any adjustment in salary shall become a part of this Agreement but shall not be deemed a new Agreement nor shall it be deemed that the termination date of the existing Agreement has been extended. 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.

- V. EVALUATION: The Board shall, on an annual basis, conduct an evaluation of the Superintendent and devote a portion of at least one meeting annually to an evaluation of the Superintendent's performance and to a discussion of the working relationship between the Superintendent and the Board.

VI. WORKING DAYS AND BENEFITS:

- a. Working Days. It is understood and agreed that each school year during the term of this Agreement shall begin on July 1st and extend through June 30th and shall consist of 240 working days.
- b. Leaves. The Superintendent shall also be entitled to ten (10) days per year of annual leave to be used at the discretion of the Superintendent. These annual leave days shall accumulate with a maximum of sixty (60) unused annual leave days. At the conclusion of his service as superintendent, the SUPERINTENDENT shall be paid for any unused annual leave days with a maximum of sixty (60) days. KRS 161.540(1).
- c. Health Insurance. The Superintendent shall be entitled to any and all permissible benefits, including health and dental insurance, applicable to other certified employees in the District.
- d. Expenses. The Board shall pay or reimburse the Superintendent for reasonable expenses approved by the Board and incurred in the continuing performance by the Superintendent of his duties under this Agreement.
- e. Professional and Civic Dues. The Board recognizes the mutual benefits derived by reason of the Superintendent's membership in certain professional

and civic organizations. The Board agrees to pay dues for the Superintendent for membership in two professional associations of Superintendents choice, and one civic club of the Superintendent's choice.

- f. Board Owned Motor Vehicle. The Board will provide a reasonable motor vehicle for the exclusive use of the Superintendent to be used during the execution of his duties as Superintendent. The Board does retain the discretion to determine the make, model, options and the frequency of trading any such vehicle.
- g. Retirement benefits. The Superintendent shall have the same retirement benefits as provided to certified employees under the Kentucky Teachers Retirement System and as contained in Board policy. For the FY24 School Year, the Superintendent will be reimbursed 50% of his total TRS contributions. This benefit will be reevaluated at the end of each fiscal year during the Superintendent's evaluation. The Board at that time reserves the right to continue this benefit, increase the amount of this benefit, or eliminate this benefit based on job performance.
- h. Cellular Telephone / Paging Device: The Superintendent shall provide a cellular telephone for use in the execution of his duties.
- i. One Time Moving Expense: The board will pay a one-time moving expense of \$5000.00 for relocation within a 25 mile radius from the Estill County Board of Education building. This expenditure is contingent upon the Superintendent's relocation prior to January 1, 2024.
- j. Professional Liability: The Board agrees that it shall defend, hold harmless and to the extent authorized under law indemnify the Superintendent from any and all demands, claims, suits, actions and legal proceedings brought against the Superintendent by any party in his individual capacity or in his official capacity as an agent and employee of the Board, provided the incident arose while the Superintendent was acting within the scope of his employment and (excluding criminal litigation, intentional wrongful acts, and employment actions involving a contract dispute between the Superintendent and Board) to the extent liability coverage is within the limits of insurance provided or under legal authority of the Board to provide under federal or state law.
- k. Board Attorney: The Superintendent has the authority to utilize and direct the services of the Board Attorney in the discharge of his duties, except when the services of said Board Attorney would or may conflict with the legal interest of the Board. The board retains the authority to employ and terminate the Board Attorney.

VII BOARD POLICY: The Superintendent's duties and obligations are governed by Board Policy unless otherwise specifically modified herein.

All employment benefits provided to the Superintendent are as specifically enumerated in this Agreement and shall supersede any general policy applicable to other employees of the Board.

VIII TERMINATION OF EMPLOYMENT AGREEMENT: This Agreement may be terminated as specified in the Board's Policy and shall also be subject to termination as follows:

- a. By expiration of the term of this Agreement;
- b. Mutual agreement of the parties in writing;
- c. Disability which prevents the Superintendent from performing the essential duties of his office; or
- d. Discharge for cause.

The parties additionally acknowledge and recognize that the Superintendent is viewed by students, teachers, administrators and the community as a role model and that as such the Board expects Superintendent not to violate any statutory law regarding the use of intoxicating beverages, controlled substances, or any other convictions of a statutory criminal offense with the exception of routine traffic violations. To the extent that the Superintendent is convicted of any such offense under any court in any state of competent jurisdiction, the Board may by a four-fifths (4/5) vote of its members discharge Superintendent from his employment without any further obligation to compensate him or provide other benefits under this agreement.

IX NOTICE:

Any notice or communication permitted or required under the terms of this Agreement shall be in writing and shall become effective on the day of mailing thereof by registered or certified mail, postage prepaid and addressed:

If to the Board, addressed to:

Chairperson
Board of Education
Estill County Schools
253 Main Street
Irvine, KY 40336

or current address of the Board of Education.

If to Superintendent, addressed to:

Charlie Brock
253 Main Street
Irvine, KY 40336

- X SAVINGS CLAUSE. If, during the term of this Agreement, it is found that a specific clause hereof is illegal or otherwise unenforceable, the remainder of the Agreement not affected thereby shall remain in full force and effect.
- XI MISCELLANEOUS. This Agreement, which shall be executed in duplicate originals, contains all of the terms agreed upon by the parties with respect to the subject matter hereof and supersedes all prior agreements, arrangements, understandings and communications between the parties concerning the subject matter hereof, whether oral or written and shall be construed in accordance with the laws of the Commonwealth of Kentucky.

IN WITNESS WHEREOF, the Board and Superintendent have caused this Agreement to be executed in their respective names and in the case of the Board, by its chairman, this ____ day of April, 2023.

CHARLIE BROCK,
SUPERINTENDENT

COMMONWEALTH OF KENTUCKY

COUNTY OF ESTILL, SCT.

The foregoing Instrument was duly acknowledged before me by CHARLIE BROCK, Superintendent, this ____ day of April, 2023.

My Commission expires: _____.

Notary Public

ESTILL COUNTY BOARD OF
EDUCATION

DONNA ISFORT, CHAIRMAN

COMMONWEALTH OF KENTUCKY

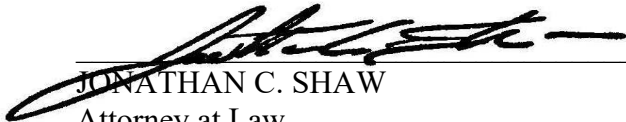
COUNTY OF ESTILL, SCT.

The foregoing Instrument was duly acknowledged before me by Donna Isfort, Chairman, Estill County Board of Education, this _____ day of April, 2023.

My Commission expires: _____.

Notary Public

I certify to preparation of
the foregoing Instrument:



JONATHAN C. SHAW

Attorney at Law
PORTER, BANKS, BALDWIN & SHAW, PLLC
327 Main Street, P.O. Drawer 1767
Paintsville, Kentucky 41240