HANCOCK COUNTY SCHOOLS
Hawesville, Kentucky
CONTRACT EMPLOYING SUPERINTENDENT

This CONTRACTUAL AGREEMENT, made and entered into this 5th day of July, by and between the BOARD OF EDUCATION OF HANCOCK COUNTY (hereinafter the "BOARD"), and KYLE W. ESTES (hereinafter "SUPERINTENDENT"), and authorized by action at a lawful meeting of the BOARD held on the 5th day of July, 2012.

WITNESSETH:

NOW, THEREFORE, the BOARD and SUPERINTENDENT, for the consideration herein specified, agree as follows:

IT IS AGREED:

1. **TERM OF EMPLOYMENT**

   SUPERINTENDENT is hereby hired and retained for a term commencing on , July 5th, 2012 through June 30th 2016, as Superintendent of Schools for the Hancock County School District.

2. **DUTIES**

   The duties and responsibilities of the Superintendent shall be all those duties incident to the Office of Superintendent imposed by the law and regulations of the Commonwealth of Kentucky and in keeping with Board policy. Other duties and responsibilities as may be needed from time to time may be assigned to the SUPERINTENDENT by the BOARD.

3. **OUTSIDE ACTIVITIES**

   SUPERINTENDENT shall devote himself exclusively to his duties.

   The SUPERINTENDENT and BOARD recognize the advisability, and on

occasions the necessity, of the SUPERINTENDENT to attend seminars, courses, or programs conducted or sponsored at the local, state, or national levels. It is understood and agreed that the district shall permit a reasonable amount of time for the SUPERINTENDENT to attend such meetings, for the BOARD to pay for necessary fees and travel and subsistence expenses as may be approved by the BOARD or stipulated in the annual budget, or as may be set forth in local Board policy. This provision shall be limited to seminars, courses, or programs that would be for the benefit of the Hancock County Schools. The BOARD shall have ultimate discretion in determining the SUPERINTENDENT's attendance and the amount of money to defray reasonable and necessary travel and subsistence expenses.

However, if the SUPERINTENDENT elects to attend any function, meeting, seminar, or program wherein he is compensated as a lecturer, consultant, or for such attendance, the time involved with such functions shall not be considered as part of the SUPERINTENDENT's required working days and the BOARD shall not pay the SUPERINTENDENT's expenses involved with such functions.

4. **COMPENSATION**

The salary shall be $104,000 per school year. The salary shall be paid in bi-monthly installments on the same dates as administrators who work twelve (12) months are paid.

The BOARD based upon its evaluation of the SUPERINTENDENT, may 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. The parties shall annually

agree to an amount at least equal to the greatest percentage increase received by all certified employee based upon a satisfactory evaluation by the board.

Any said adjustment shall become part of this AGREEMENT, but shall not be deemed that the BOARD and SUPERINTENDENT have entered into 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 above the annual increase 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. The BOARD shall, at least on an annual basis, conduct an evaluation of the SUPERINTENDENT.

5. WORKING DAYS AND BENEFITS

a. Working Days – It is understood and agreed that each school year, from July 1 through June 30 during the term of this AGREEMENT, shall consist of 240 working days.

b. The Superintendent shall be entitled to all benefits applicable to twelve month certified employees.

c. Leaves — The SUPERINTENDENT shall accrue all leave days as authorized by Board Policy for certified employees. Consistent with statutory law, the SUPERINTENDENT shall be permitted to transfer to the district all sick leave accumulated in Kentucky.

d. Expenses— The BOARD shall pay or reimburse SUPERINTENDENT for reasonable expenses approved by BOARD and incurred by SUPERINTENDENT in the continuing performance of his duties under this AGREEMENT, as determined by the BOARD and

according to Board Policy.

e. <u>Professional and Civic Dues</u> —— The BOARD recognizes the mutual benefits derived by the SUPERINTENDENT and the BOARD of the SUPERINTENDENT's membership in certain professional and civic organizations. The BOARD agrees to pay dues for the Kentucky Association of School Superintendents (KASS), the Kentucky Association of School Administrators (KASA), and one civic club of the SUPERINTENDENT'S choice

f. <u>Board Travel</u> — The SUPERINTENDENT shall be reimbursed at the rate determined by board policy for the use of the Superintendent's personal vehicle for business purposes, both inside and outside the district. The board shall also furnish a cell phone for the superintendent's use.

g. <u>Retirement Benefits</u> — The SUPERINTENDENT shall have the same retirement benefits as provided certified employees under the Kentucky Teachers Retirement System and as in Board policy.

6. <u>TERMINATION OF EMPLOYMENT AGREEMENT</u>

This AGREEMENT may be terminated as per the Board's Policy and shall also include the following:

a. By expiration of its term;

b. Mutual agreement of the parties;

c. Discharge for cause.

7. <u>BOARD POLICY</u>

The SUPERINTENDENT's duties and obligations are governed by

Board policy, unless otherwise specifically modified hereinabove.

All benefits of the SUPERINTENDENT are specifically spelled out in this AGREEMENT and override any general policy which might be in existence for other employees.

8. **SAVINGS CLAUSE**

If, during the term of this AGREEMENT, it is found that a specific clause of the AGREEMENT is illegal under federal or state law, the remainder of the AGREEMENT not affected by such a ruling shall remain in force.

9. **HOLD HARMLESS - INDEMNIFY**

The Board agrees that it shall defend, hold harmless, and indemnify the Superintendent from any and all demands, claims, suits, actions, and legal proceedings brought against the Superintendent in his individual capacity or in his official capacity as agent and employee of the Board, provided the incident arose while the Superintendent was acting within the scope of employment. If in the good faith opinion of the Superintendent a conflict exists regarding the defense to any such claim between the legal position of the Superintendent and that of the Board, the Superintendent may engage counsel, in which event the Board shall indemnify the Superintendent for the cost of legal defense.

10. **MISCELLANEOUS**

This AGREEMENT has been executed in Kentucky, and shall be governed in accordance with the laws of the Commonwealth of Kentucky in every respect.

Paragraph headings have been inserted for convenience or reference only, and if there shall be any conflict between any such headings and

the text of this agreement, the text shall control.

This AGREEMENT shall be executed in duplicate originals.

This AGREEMENT contains all of the terms agreed upon by the parties with respect to the subject matter of this AGREEMENT and supersedes all prior agreements, arrangements and communications between the parties concerning such subject matter, whether oral or written.

In TESTIMONY THEREOF, the BOARD AND SUPERINTENDENT have caused this AGREEMENT to be executed in their respective names, and in the case of the BOARD, by its Chairperson, on the day and year first above written.

BOARD OF EDUCATION OF HANCOCK COUNTY

BY : Dale Gray

CHAIRPERSON

ATTEST:

June Mengus

SECRETARY

SUPERINTENDENT

COMMONWEALTH OF KENTUCKY

COUNTY OF

Subscribed and sworn to before me by Dale Gray _____, **Chairman,** Hancock **County Board of Education, and** June Mingus **on this** 24th **day of** October, 2012.

My commission expires: November 9, 2015

Laura Marie Blair
NOTARY PUBLIC