

THE BOARD OF EDUCATION OF HANCOCK COUNTY
SUPERINTENDENT'S CONTRACT

THIS AGREEMENT is entered into this January 23rd 2025, by and between the Board of Education of Hancock County Kentucky (hereinafter "Board"), and Robert Asberry (hereinafter "Superintendent").

- W I T N E S S E T H -

WHEREAS, this Agreement is made in accordance with and contingent upon the action of the Board as taken on January 23rd, 2025, whereby the Board voted to employ Robert Asberry as Superintendent of the Hancock County School District in accordance with the provisions set forth herein; and

WHEREAS, the parties agree that the Superintendent shall perform the duties of the Superintendent of the Hancock County School District ("District") as prescribed by the laws of the Commonwealth of Kentucky and by the policies and procedures of the Board of Education of Hancock County, Kentucky.

NOW THEREFORE, the Board and Superintendent agree as follows:

1. Term: The term of this Agreement shall commence on July 1, 2025, and terminate on June 30, 2029, unless terminated sooner under the provisions of paragraph 5 of this Agreement. The Board shall take action and notify the Superintendent in writing no later than April 1, 2029, concerning the renewal or non-renewal of this Agreement.

2. Professional Certification and Responsibilities of Superintendent:

a. Certification: The Superintendent shall furnish throughout the life of this Agreement a valid and appropriate certificate to act as superintendent in the Commonwealth of Kentucky.

b. Acknowledgement of Good Health: The Superintendent represents and acknowledges to the Board and as an inducement for the Board to employ him as Superintendent, that to the best of his knowledge and belief, he has no medical, physical, or mental disability, nor a previous drug or alcohol problem which would impair his ability to perform his duties as Superintendent. The Superintendent further agrees to have a comprehensive medical examination annually. The cost of said medical examination and certificate is to be borne by the Board less the amount paid by insurance.

c. Contract Days: This Agreement requires the services of the Superintendent for two hundred forty (240) days per year.

d. Duties: The Superintendent agrees to perform well and faithfully the duties of superintendent and to serve as chief executive agent of the Board, having such powers and duties as may be prescribed by law or by the Board from time to time. It is understood and agreed that the Superintendent, as chief executive officer of the Board, shall be in charge of District affairs, and the Board, individually and collectively, will refer matters before the Board to the Superintendent for study and recommendation. However, this referral shall not prevent the Board from taking action on matters before the Board if the Board desires.

e. Outside Activities: The Superintendent agrees to devote the Superintendent's time, skill, labor and attention to said employment during the term of this Agreement. However, the Superintendent, with the prior approval of the Board, may undertake consultative work, speaking engagements, writing, lecturing, or other professional duties and obligations which do not impede or conflict with the Superintendent's duties.

3. Compensation and Fringe Benefits:

a. Salary: The annual salary paid to the Superintendent shall be \$152,710.52 (One Hundred Fifty-Two Thousand, Seven Hundred Ten Dollars and Fifty-Two Cents) to be paid in equal monthly installments on the same pay schedule as all other certified employees of the District. The Superintendent shall also receive the same annual district-wide percentage increase in salary and stipend and incentive payments, if any, provided by the Board to other certified employees of the District commencing on July 1, 2025 and throughout the term of this Agreement. The Board and Superintendent may mutually agree to further 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. Any such additional adjustment of salary made during the term of this Agreement shall be in the form of an amendment to this Agreement. It is expressly understood, however, that any additional increase in salary shall be at the final discretion of the Board, and this provision shall not be construed as an expectation by the Superintendent that any such additional increase will occur.

b. Annual Leave: The Superintendent shall receive fifteen (15) days of paid annual leave per year pursuant to KRS 160.291(4) and Board Policy 03.122. Pursuant to KRS 161.540(1)(f) and to the extent allowed by law, the Superintendent may accumulate a maximum of sixty (60) days of unused leave to be considered as part of the Superintendent's annual compensation package. The Superintendent will show documentation of days used to the Board upon request.

c. Holidays: The Superintendent may observe the same holidays observed by all other 240-day administrators in the district.

d. Sick and Personal Days: The Superintendent shall be entitled to 12 days of paid leave per year for illness, which may accumulate without limit, and three (3) paid days per year for personal reasons in accordance with the Board's policies applicable to all certified employees.

e. Retirement Benefits: The Board shall reimburse the Superintendent for his contribution to the Kentucky Teachers' Retirement System.

f. Health and Life Insurance: The Board, at its expense, shall provide family health insurance for the Superintendent from the insurance options available to employees of the District. The Superintendent shall participate in the life insurance plan on the same basis as all certified employees of the District.

g. Expenses: The Board shall reimburse the Superintendent for Board-related travel outside the District in accordance with Board policy, including actual monies spent for food when on out-of-district, overnight trips, not to exceed the same per diem as all other employees, unless an exception is approved by the Board.

h. Professional Meetings: The Superintendent may attend appropriate professional meetings and conferences at the local, regional, and state level and one (1) national level event annually at the Superintendent's choice after consultation with the Board in advance. The Board shall reimburse the Superintendent for actual expenses incurred in carrying out the Superintendent's professional activities when an authorized statement is submitted to and approved by the Board. In consideration of the irregular work schedule and significant time demands of the office of Superintendent, the Board shall reimburse the cost of the Superintendent's spouse accompanying the Superintendent one time per year to a professional activity attended by the Superintendent.

i. Professional and Civic Dues: The Board shall, by direct payment or reimbursement, pay the professional and civic dues for the Superintendent's memberships in the Kentucky Association of School Superintendents (KASS), Kentucky Association of School Administrators (KASA), and the American Association of School Administrators (AASA) annually without additional Board approval.

j. Computer Equipment: The Board shall provide a laptop/tablet device to the Superintendent with an appropriate data package. It is mutually agreed that this device is for business and personal use.

k. Auto Allowance: The Superintendent shall be reimbursed for use of his vehicle at the rate of six hundred fifty dollars (\$650) per month. The Superintendent shall not submit mileage reimbursement for use of his personal vehicle. The Superintendent acknowledges that the Auto Allowance shall be taxed in the same manner as other forms of compensation.

4. Annual Evaluation: The Board shall annually provide the Superintendent with an evaluation pursuant to KRS 156.557 and 704 KAR 3:370, with periodic opportunities to review and discuss Superintendent/Board relationships and the Superintendent's personnel records and performance at reasonable times as set by the Board.

5. Termination of Employment Agreement:

a. Mutual Agreement: The parties may terminate this Agreement by mutual agreement evidenced in writing by both parties.

b. For Cause: The parties recognize the authority of the Board to discharge the Superintendent from his position for cause as set forth under state or federal law or other Board policies or regulations.

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 the Superintendent not to violate any statutory law regarding the use of intoxicating beverages, controlled substances, or any other conviction 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 the Superintendent from his employment without any further obligation to compensate him or provide other benefits under this Agreement.

The Superintendent by execution of this Agreement acknowledges and understands that this provision holds him to a stricter standard of conduct than otherwise

provided by law, and he voluntarily waives any defense he might otherwise have at law as to the Board's authority to terminate his employment under this provision. He further waives any and all claims for any relief that he may have arising from the Board's action under this provision. It is clearly understood that the Board's remedy under this section is established as a contractual right to which the Superintendent voluntarily agrees.

c. Death: The Superintendent's death shall terminate this Agreement and shall terminate the Superintendent's rights to all salary, compensation, and fringe benefits effective as of the date of such death.

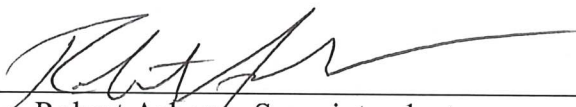
d. Permanent Disability: The Superintendent shall be deemed to be "permanently disabled" or shall be deemed to be suffering from a "permanent disability" under the provisions of this Agreement if a physician selected by the Board provides a written opinion that the Superintendent will be permanently (or for a continuous period of 12 calendar months) unable to substantially perform the usual and customary duties of the Superintendent's employment. During any period in which the Superintendent is unable to substantially perform the usual and customary duties of his position but is not "disabled" under this subsection, he shall be entitled to utilize accumulated sick leave, but the Board shall have no further obligation to him. In the event the Superintendent becomes "permanently disabled" then his employment and all rights to compensation and fringe benefits shall terminate effective as of the date of such disability determination.

6. Indemnity: The Board agrees that to the extent insurance or similar coverage is afforded to the Board, the Board shall defend, hold harmless, and indemnify the Superintendent from all demands, claims, suits, actions, and legal proceedings

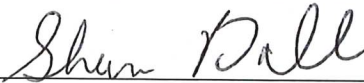
brought against the Superintendent in his individual capacity or in his official capacity as agent and employee of the District provided same arose while the Superintendent was acting within the scope of his employment. If in the good faith opinion of the Superintendent a conflict exists regarding the defense to such claim between the legal position of the Superintendent and the legal position of the Board and/or District, the Superintendent may engage counsel in which event the District shall indemnify the Superintendent for the cost of the legal defense to the extent that insurance or similar coverage is afforded to cover same. The Board shall ensure that tail coverage is included in any liability coverage purchased by the Board to protect the Superintendent from claims that may arise and to pay the one-time premium for tail coverage to the extent it is not included in the existing coverage.

7. Savings Clause: If, during the term of this Agreement, a specific clause of the Agreement is determined to be illegal under federal or state law, the remainder of the Agreement not affected by such a ruling shall remain in force.

WITNESS OUR HANDS the day and date first above written.

By: 
Robert Asberry, Superintendent

Board of Education of Hancock County, Kentucky

By: 
Shane Ball, Chairman