

**SUPERINTENDENT'S CONTRACT OF EMPLOYMENT
BETWEEN
JOSEPH E. BUERKLEY, III AND THE
PENDLETON COUNTY BOARD OF EDUCATION**

This Contract of Employment ("Contract") is entered into on this the 13th day of January, 2025, by and between the Pendleton County Board of Education ("Board") and Joseph E. Buerkley, III ("Superintendent").

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 first day of July, 2026 and ending the 30th day of June, 2030. 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 160.350(4).

2. PROFESSIONAL CERTIFICATION AND RESPONSIBILITIES OF SUPERINTENDENT

A. CERTIFICATION

The Superintendent shall hold a valid certificate 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 entire professional and vocational time, attention, and best efforts 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. Failure to do so will invalidate this Contract. The Superintendent will be the executive agent of the Board and will have the primary responsibility for carrying out Board Policies in the District, whereas, the Board retains the primary responsibility for formulating and adopting Board Policies.

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 the operations, programs, and other activities conducted or sponsored by local, state, and national school board and school administrator associations. The Board shall pay the dues of the Superintendent for the Superintendent's membership in the Kentucky Association of School Administrators (KASA), the Northern Kentucky Association of School

CG
C.G.

JB
J.B.

J.P.

Administrators (NKASA), the Kentucky Association of School Superintendents (KASS) and one local civic organization to be chosen by the Superintendent.

4. COMPENSATION

The Superintendent shall receive an annual salary, in the 2026-2027 school year, based on his rank and experience as a teacher per the Board-approved Certified Employee Salary Schedule ("Schedule") multiplied by an administrative index of 2.8. In the years following, the Superintendent shall continue to be paid in the same manner based on the current year certified salary schedule and index stated above. Any increase in salary for the Superintendent during the life of his contract shall not be deemed a modification, extension, or termination of this Contract. In addition to the annual step increase provided in the Schedule and any amendments to the Schedule the Board may approve, the Board may vote to grant the Superintendent an additional merit raise. In the event that the Board reduces compensation under the Schedule, the Superintendent shall receive a 1.5% increase in his salary over the prior year. For the avoidance of doubt, the Superintendent's 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.

5. OTHER BENEFITS

A. General Benefits: The Superintendent shall be entitled to and at the Board's expense all other legally permissible benefits allowable by Board Policy, applicable to certified twelve month administrative employees.

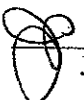
B. Technology Allowance: The Superintendent shall receive and the Board shall pay \$100.00 per month to the Superintendent as a partial reimbursement to the Superintendent for the Superintendent's expenses relating to technology, including but not limited to internet access, home computer and other technology.

C. Health Insurance: The Superintendent shall receive and the Board shall pay the employee contribution portion of the premiums required in the Kentucky Employees' Health Plan which are necessary for the Superintendent to enroll in and remain enrolled in the Living Well CDHP Family Plan. The current premium required for the Living Well CDHP Plan is \$398.92 per month. The parties acknowledge the premium may increase from year to year.

D. Retirement Benefits: The Superintendent shall participate in and be a member of the Kentucky Teacher Retirement Systems in the same manner as other District Administrators. In addition, the Board shall reimburse the Superintendent for one half of the actual cost of the Superintendent's actual employee portion of the payments made on behalf of the Superintendent to the Kentucky Teacher's Retirement System for retirement benefits.


C.G.


J.B.


J.P.

E. **Vacation:** The Superintendent shall receive ten additional paid vacation days annually with the timing and duration of specific days off mutually agreed to by the parties. The Superintendent shall be paid annually for any unused days at his current salary for the fiscal year then ended divided by 240 days. Payment for unused vacation days shall be included in the last payroll of the fiscal year.

6. **EXPENSES**

The Board shall reimburse the Superintendent for actual cost of all expenses in the same manner which other District employees are reimbursed.

7. **CALENDAR FOR SUPERINTENDENT**

Each school year from July 1 through June 30 will consist of 240 working days for the Superintendent. The Superintendent may observe as holidays those holidays which all other certified staff observe. The Superintendent shall be entitled to use, accumulate and be paid upon retirement any sick leave benefits allowed by state law and Board Policies.

8. **TERMINATION OF EMPLOYMENT CONTRACT**

This Contract, including any extension thereof, may be terminated by mutual agreement of the parties, by retirement of the Superintendent; by the disability or death of the Superintendent; by Board action in accordance with KRS 160.350; conviction of Superintendent for any crime involving dishonesty, immoral conduct, drug related charge, or any other charge that may jeopardize the Board's operations or reputation, or Superintendent's plea of guilty, nolo contendere or no contest to same; Superintendent's neglect of duties under this Contract; and/or any inability of Superintendent to perform the duties set forth in this Contract that lasts longer than sixty (60) consecutive days. Disability shall be defined as the Superintendent being determined to be fully disabled by the Social Security Administration.

9. **INDEMNIFICATION**

The District shall provide all legal defense services required by the Superintendent for any of his actions or omissions arising in the regular course of his duties as Superintendent of the Pendleton County Schools, and which are not illegal or ultra vires ("Covered Actions"). The District shall provide a defense with legal representation for the Superintendent through the District's liability insurance policy, and this shall include, cost of legal fees, litigation expenses, court costs, and other necessary and incidental costs associated therewith (collectively "legal expense") and shall otherwise reimburse the Superintendent for all such legal expense occasioned in connection with the Covered Actions.

C.G.
C.G.

J.B.
J.B.

J.P.
J.P.

As a pre-condition to the indemnity provided herein and to reimbursement of any legal fees or expenses the Superintendent shall cooperate with the District and/or its insurer in all litigation and shall timely notify the District of any and all legal action brought against him, by providing a copy of the Complaint and Summons, or any writing providing notice of potential claims and/or liability, within ten (10) days of being served.

If a legal conflict exists, as determined solely by the Board, regarding the defense of a claim between the legal position of the Superintendent and the legal position of the Board, the Superintendent may engage separate counsel of his preference, at the same or lesser cost of the Board's attorney, in which event the Board shall be responsible for and indemnify the Superintendent for the reasonable cost of his legal defense as permitted by state and federal law, to the extent such separate counsel and litigation expenses are not covered by insurance. Any separate counsel chosen by the Superintendent shall first be sought through any applicable insurance policies of the Board.

10. MISCELLANEOUS

This written document represents the entire agreement of the parties. The parties are not relying upon any other terms or agreements whether oral or written. In the event of a conflict between this Contract and Board Policy, this Contract shall control. This Contract shall be governed by and construed according to the laws of Kentucky. This Contract was executed in Pendleton County, Kentucky, and Pendleton County shall be the sole and exclusive venue for any proceeding which arises out of this Contract. This Contract may not be amended or assigned except as provided for by a public vote of the Board and then in writing as signed by both parties. If either party waives a breach of any provision of this Contract by the other party, such waiver shall not operate as a waiver of any subsequent breach of the same or any other provision of this Contract, nor impair either party's rights with respect to any other breach of this Contract. Except as otherwise provided in this Contract, if for any reason any provision of this Contract shall be deemed by a court of competent jurisdiction to be legally invalid or unenforceable, the validity and enforceability of the remainder of the Contract shall not be affected and such provision shall be deemed modified to the minimum extent necessary to make such provision consistent with applicable law, and, in its modified form, such provision shall be then enforceable and enforced.

CG
C.G.

JB
J.B.

J.P.

In TESTIMONY THEREOF, the BOARD AND SUPERINTENDENT have caused this CONTRACT EMPLOYING SUPERINTENDENT 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.

PENDLETON COUNTY BOARD OF EDUCATION

BY: Cheri Griffin
Cheri Griffin, CHAIRPERSON

ATTEST:

Jennifer Pierce
JENNIFER PIERCE, FINANCIAL OFFICER

Joseph E. Buerkley, III
JOSEPH E. BUERKLEY, III, SUPERINTENDENT

COMMONWEALTH OF KENTUCKY
COUNTY OF PENDLETON, SS

SWORN AND SUBSCRIBED TO AND INITIALED before me a Notary Public by the above-named Chairperson of the Pendleton County Board of Education, Cheri Griffin, the Financial Officer, Jennifer Pierce, and Joseph E. Buerkley, III, on this 13th day of January, 2025.

Barbara La Follette Brown
NOTARY PUBLIC – State at Large
My Commission expires: 3-29-27

BARBARA LAFOLLETTE BROWN NOTARY PUBLIC STATE AT LARGE KENTUCKY COMMISSION # KYNP66331 MY COMMISSION EXPIRES MARCH 29, 2027

CG
C.G.

JB
J.B.

J.P.