SUPERINTENDENT'S CONTRACT BETWEEN MR. MICHAEL HOGG AND THE GOVERNING BOARD OF BEREA INDEPENDENT SCHOOL DISTRICT OF MADISON COUNTY, KENTUCKY

THIS EMPLOYMENT CONTRACT, made and entered into on this the 2nd day of ~~April~~ MAY, 2012, (however, with an effective date of July 1, 2012), by and between the Governing Board of the Berea Independent School District of Berea, Madison County, Kentucky (hereinafter referred to as "District" or "Board"), and Mr. Michael Hogg (hereinafter referred to as "Superintendent");

W I T N E S S E T H:

WHEREAS, District desires to provide Superintendent with a written Employment Contract in order to enhance administrative stability and continuity within the Schools which the District believes generally improves the quality of its overall educational program; and

WHEREAS, the District and Superintendent believe a written Employment Contract is necessary to describe specifically their relationship and to serve as the basis of effective communication between them as they fulfill their governmental and administrative functions in the operation of the education program of the Schools; and

WHEREAS, in accordance with action taken at a Regular Meeting of the Governing Board on the 16th day of April, 2012;

NOW THEREFORE, the District and Superintendent, for the mutual consideration and covenants herein specified, agree as follows:

1. **TERM**: The District, in consideration of the covenants, herein contained, of Superintendent, hereby employs, and Superintendent hereby accepts employment as

Superintendent of Schools for the Berea Independent School District for a term of four (4) years commencing July 1, 2012, and ending June 30, 2016.

2. **PROFESSIONAL CERTIFICATION AND RESPONSIBILITIES OF SUPERINTENDENT:**

A. **Certification**: Superintendent shall hold a valid certificate and comply with any other state statutes, rules and regulations.

B. The Superintendent represents and warrants that he holds the following certificate: Professional Certificate for Instructional Leadership – School Superintendent.

Certificate No. 000012292.

Expiration Date: June 30, 2016.

C. **Duties**: Superintendent shall have charge of the administration of the Schools under the direction of the Board. He shall be the Chief Executive Officer of the Board; shall organize, reorganize and arrange the administrative and supervisory staff, including instruction and business affairs, as best serves the District subject to the approval of the Board; shall from time to time suggest regulations, rules and procedures deemed necessary for the proper and efficient administration of the School District, and in general perform all duties incident to the office of the Superintendent and such other duties as may be prescribed by the Board and/or the Kentucky Revised Statutes from time to time; and shall generally perform those duties as spelled out in a Job Description of the Superintendent of Schools in the District as published by the Board which is on file with the Secretary of the Board in the Superintendent's office, which duties shall be used as a guideline for the Superintendent and the administration of his office. The Board, individually and collectively, shall promptly refer all criticisms, complaints and suggestions called to its attention to the Superintendent for study and recommendation. The Superintendent shall have the right to attend all board meetings and all board and citizen committee meetings, serve as ex officio member of all school board committees except as otherwise provided in the Kentucky Revised Statutes, and provide administrative recommendations, as may be required by the Board, on each item of business considered by each of these groups.

D. **Outside Activities**: Superintendent shall devote his full time, attention and energy to the business of the District. He shall be

and is considered a full-time employee of the District, full-time being two hundred forty (240) days per year. However, he, with the consent of the Board, may serve as a consultant to other districts or educational agencies, lecture, engage in writing activities and speaking engagements, and engage in other activities which are of a short-term duration, which activities shall enhance his ability to perform his duties as Superintendent of the District and/or promote the capabilities and growth of the District.

If the Superintendent is compensated for outside activities by an agency other than the Board, then the time involved for such function shall be considered as the Superintendent's vacation time, and the Board shall not pay the Superintendent's expenses for the activity.

E. The Superintendent shall adopt regular working hours in line with District Policy and shall not take leave nor non-contract days of greater than five (5) consecutive days without Board approval.

3. **PROFESSIONAL GROWTH OF SUPERINTENDENT**: The District shall permit a reasonable amount of release time for Superintendent as he deems appropriate after notice to the District, to attend professional meetings, and District shall pay for the necessary fees for travel and subsistence expenses, as approved by the Board and consistent with Board Policy. The District shall pay Superintendent's annual dues to the following organizations: the Kentucky Association of School Superintendents and the Kentucky Association of School Administrators.

4. **COMPENSATION**: The District shall pay Superintendent an annual salary of ONE HUNDRED FIVE THOUSAND AND 00/100 Dollars ($105,000.00). This annual salary rate shall be paid to the Superintendent in installments of one- twenty-fourth of the annual salary rate on the 15th and 30th of each month for his services rendered during the preceding month or in accordance with the schedule of salary payments in effect for other certified employees.

The District and the Superintendent agree that the Superintendent shall receive each cost of living adjustment mandated by the Kentucky General Assembly for classified and/or certified personnel.

In addition, the District may but does not have to grant annual adjustments to the salary of the Superintendent during the remaining term of his Contract. The Superintendent's initial salary is a reflection of 94% of the average salary of similarly-situated independent school districts in the Commonwealth of Kentucky as exhibited by Attachment One to the Contract.

In addition, each year the vacation days not taken by the Superintendent will be multiplied by 30%, then multiplied by the Superintendent's daily rate, and the Superintendent shall be paid for vacation days not taken in his June paycheck of each year in which he remains Superintendent of the Berea Community Schools.

Any salary increase shall not be read to amend or extend the termination date of this Contract. All salary increases shall be for future services. No retroactive raises or increases shall be granted, notwithstanding the terms hereinabove and hereinafter set out.

5. **VACATION AND OTHER BENEFITS**:

A. Superintendent shall be entitled to all benefits applicable to twelve-month administrative employees as are incident to their employment relationship with the District, including, but not limited to, illness benefits and leaves, any other forms of insurance protection, retirement program, choice of tax sheltered annuities, and other administrative employee benefits, unless otherwise stated herein.

B. District shall allow Superintendent annual vacations not to exceed twenty (20) working days during each school year to be taken by him at such time, or times, as may be convenient to him, consistent with the provisions of Section 2E. Vacation time shall not accumulate from school year to school year, anything in the rules, regulations or policies of the Board to the contrary

notwithstanding. Additionally, the Superintendent shall be paid for seven (7) holidays during the school year.

C. District shall provide to the Superintendent a term life insurance policy in the amount of $75,000.00 on his life, the District shall pay a premium equal to the standard rate. Should the District have to pay more than the standard rate for such policy, then and in such event, the District shall pay the amount of the standard rate and the Superintendent shall pay any extra cost from his own funds.

D. District shall provide to the Superintendent single person health care benefits only. Such benefits shall be provided to Superintendent from the health care programs that are made available to all employees. If, however, the Superintendent maintains health care benefits outside the District (if through his wife's plan, etc.), then such amount allocated for single person health care benefits can be used to purchase more term life insurance pursuant to paragraph 5(C), or said sum can be put into a flexible spending account for health care purposes (i.e., HSA), or said funds can be used to obtain a disability policy, or said sum could be split among these options.

E. As set out in Paragraph 4 COMPENSATION, any vacation days not taken by the Superintendent shall be multiplied by 30% and paid at the end of each contractual year in his June 30 paycheck based upon his then current daily rate (i.e., total salary divided by number of days employed).

F. The Superintendent shall have the same retirement benefits as provided certified employees under the Kentucky Teachers Retirement System and as in Board Policy.

6. **EXPENSES**:

A. Consistent with Board Policy, the District shall pay or reimburse the Superintendent for reasonable expenses approved by the District and incurred by the Superintendent in the continuing performance of his duties under this Contract of Employment.

B. Mileage incurred by the Superintendent in the performance of his duties inside and outside the District but upon District business or pursuant to District approval shall be reimbursed at the then state rate. Said expenses to be paid in the orderly course of business by the District after proper vouchers have been submitted and reimbursement sought.

7. **PROFESSIONAL LIABILITY**:

A. District shall procure liability insurance coverage within its authority under state law and through coverage sources already in place that shall defend, hold harmless, and indemnify Superintendent from any and all demands, claims, suits, actions and legal proceedings brought against Superintendent in his individual capacity, or in his official capacity as agent and employee of the District, provided the incident arose while the Superintendent was acting within the scope of his employment and excluding criminal litigation. Except that, in no case, will individual board members be considered personally liable for indemnifying or defending the Superintendent against such demands, claims, suits, actions and legal proceedings.

B. District shall not, however, be required to pay any costs of any legal proceedings in the event District and Superintendent have adverse interests in any and/or all such litigation.

8. **EVALUATION**: The Board shall evaluate and assess in writing the performance of the Superintendent every year during the term of this Contract. This evaluation and assessment shall be reasonably related to the job description of Superintendent and the goals and objectives of the District for the year in question.

At least once each fiscal year, Board and Superintendent shall meet in closed executive session (unless specifically prohibited by state law) for the purpose of evaluation of the performance of the Superintendent. In the event that the Board determines that the performance of the Superintendent is unsatisfactory in any respect, it shall describe in writing, in reasonable detail, specific instances of unsatisfactory performance. The evaluation shall include recommendations as to areas of improvement and all instances where the Board deems performance to be unsatisfactory. A copy of the written evaluation shall be delivered to the Superintendent. The Superintendent shall have the right to make a written action or response to the evaluation. This response shall become a permanent attachment to the Superintendent's personnel file. Within thirty

(30) days of the delivery of the written evaluation to the Superintendent, the Board shall meet with the Superintendent to discuss the evaluation.

Evaluation procedures shall be in conformance with the above and/or amended and adopted subject to any changes in the present law relating to the employment of Superintendent and/or evaluation of Superintendent which may be affected by the adoption of the School Reform Act of 1990.

9. **TERMINATION OF EMPLOYMENT CONTRACT**: This Employment Contract may be terminated by:

A. Mutual agreement of the parties;

B. Retirement of the Superintendent;

C. Disability of Superintendent;

D. Death of Superintendent;

E. Discharge for Cause as Permitted by Law: Discharge for cause shall constitute conduct which is seriously prejudicial to the District, including but not limited to, neglect of duty, breach of contract, or violation of any Kentucky Revised Statute, Kentucky Administrative Regulation, or Board Policy which would merit discharge for cause. Notice of discharge for cause shall be given in writing and Superintendent shall be entitled to appear before the Board to discuss such causes. If Superintendent chooses to be accompanied by legal counsel at such meeting, he shall bear any costs therein involved. Such meeting shall be conducted in closed, executive session, unless specifically prohibited by state law. Superintendent shall be provided a written decision describing the results of the meeting.

10. **SCHOOL YEAR DEFINED**: School year, as used in this Contract, means the fiscal year beginning July 1 of each year.

11. **ENTIRE AGREEMENT**: This Contract constitutes the entire agreement between the respective parties, and supercedes all prior agreements, arrangements, and communications between the parties, whether oral or written.

12. **SAVINGS CLAUSE**: If, during the term of this Contract, it is found that a specific clause of the Contract is illegal under federal or state law, the remainder of the Contract not affected by such a ruling, shall remain in full force and effect.

13. **VENUE**: Any litigation which may arise as a result of this Contract as agreed by and between the parties hereto shall be brought in the Madison Circuit Court, Richmond, Kentucky, and this Contract shall be governed by the laws of the Commonwealth of Kentucky.

IN WITNESS WHEREOF, the District has caused this Employment Contract to be approved in its behalf by a duly authorized officer, and Superintendent has approved

and accepted this Employment Contract effective on the day and year specified in paragraph 1, above.

GOVERNING BOARD OF THE BEREA INDEPENDENT SCHOOL DISTRICT, BEREA, MADISON COUNTY, KY

Guy R. Colson
WITNESS

BY: Van Draut
CHAIRPERSON

SUPERINTENDENT

Patty Lake
WITNESS

MICHAEL HOGG

4836-7877-0703|54.00010

KENTUCKY DEPARTMENT OF EDUCATION
SUPERINTENDENT SALARIES 2011-2012

	DISTRICT NAME	2011-12
006	ANCHORAGE INDEPENDENT	$137,295
012	ASHLAND INDEPENDENT	$134,732
013	AUGUSTA INDEPENDENT	$105,000
016	BARBOURVILLE INDEPENDENT	$121,414
017	BARDSTOWN INDEPENDENT	$119,988
032	BELLEVUE INDEPENDENT	$127,439
034	BEREA INDEPENDENT	$124,010
072	BURGIN INDEPENDENT	$129,896
092	CAMPBELLSVILLE INDEPENDENT	$98,640
113	CAVERNA INDEPENDENT	$107,188
132	CLOVERPORT INDEPENDENT	$95,950
133	CORBIN INDEPENDENT	$129,280
134	COVINGTON INDEPENDENT	$128,000
143	DANVILLE INDEPENDENT	$116,259
146	DAWSON SPRINGS INDEPENDENT	$89,655
147	DAYTON INDEPENDENT	$141,441
149	EAST BERNSTADT INDEPENDENT	$115,317
152	ELIZABETHTOWN INDEPENDENT	$112,464
156	EMINENCE INDEPENDENT	$91,000
157	ERLANGER INDEPENDENT	$112,200
162	FAIRVIEW INDEPENDENT	$118,000
177	FRANKFORT INDEPENDENT	$99,111
186	FULTON INDEPENDENT	$86,119
197	GLASGOW INDEPENDENT	$108,666
236	HARLAN INDEPENDENT	$99,273
246	HAZARD INDEPENDENT	$95,689
272	JACKSON INDEPENDENT	$82,820
276	JENKINS INDEPENDENT	$98,000
354	LUDLOW INDEPENDENT	$110,000
392	MAYFIELD INDEPENDENT	$152,436
426	MIDDLESBORO INDEPENDENT	$110,500
436	MONTICELLO INDEPENDENT	$114,082
446	MURRAY INDEPENDENT	$115,819
477	PAINTSVILLE INDEPENDENT	$97,214
478	PARIS INDEPENDENT	$100,860
493	PINEVILLE INDEPENDENT	$120,654
502	RACELAND-WORTHINGTON INDEPENDENT	$103,802
522	RUSSELL INDEPENDENT	$120,283
523	RUSSELLVILLE INDEPENDENT	$106,306
524	SCIENCE HILL INDEPENDENT	$110,712
533	SILVER GROVE INDEPENDENT	$109,899

Attachment One