**HAZARD INDEPENDENT SCHOOLS**
**Hazard , Kentucky**
**CONTRACT EMPLOYING SUPERINTENDENT**

This **CONTRACTUAL AGREEMENT,** made and entered into this 16th day of January, 2014, by and between the **BOARD OF EDUCATION OF HAZARD INDEPENDENT SCHOOLS** (hereinafter the **"BOARD"**), and **Sandra Johnson** (hereinafter **"SUPERINTENDENT"**), and authorized by action at a lawful meeting of the **BOARD** held on January 16, 2014.

**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 1, 2014 through June 30, 2016, as Superintendent of Schools for the Hazard Independent Schools.

**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/herself 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 Hazard Independent 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 One Hundred Sixteen Thousand and Ninety Six Dollars ($116,096.00) 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. Any such adjustment of salary made during the term of this **AGREEMENT** shall be in the form of an amendment to this AGREEMENT. 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 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.** Additionally, each year the Superintendent shall receive an adjustment in salary equal to the percentage approved by the state for the certified employees in the district.

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. If the **SUPERINTENDENT** elects to be away from the job for five (5) or more days consecutively, this shall be subject to **BOARD** approval. Days not worked by the **SUPERINTENDENT** shall be noted in the minutes of the next regularly-scheduled **BOARD** meeting after said days are taken.

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. The **SUPERINTENDENT**, pursuant to KRS 160.291, shall also receive ten (10) days annual leave with pay. These days are exclusive of, and in addition to, all holidays, non work days, sick leave or personal leave days provided for under Board policy. These annual leave days shall accrue without limit. Any annual leave days not used during the year shall, at the end of the year, be converted to accrued sick leave days.

d. **Expenses** - The **BOARD** shall pay or reimburse **SUPERINTENDENT** for reasonable expenses approved by **BOARD** and incurred by **SUPERINTENDENT** in the continuing performance of her duties under this AGREEMENT, as determined by the **BOARD** and according to Board Policy.

e. **Automobile Expenses** - The **ACTING SUPERINTENDENT** shall be reimbursed for mileage per Board Policy.

f. **Retirement Benefits** - The **SUPERINTENDENT** shall have the same retirement benefits as provided certified employees under the Kentucky Teachers Retirement System and as in Board policy.

6. **TERMINATION OF EMPLOYMENT AGREEMENT**

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.

d. Death, disability or retirement

## 7. BOARD POLICY

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. 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 HAZARD INDEPENDENT SCHOOLS**

**BY**

**CHAIRPERSON**

**ATTEST:**

Sandra L. Johnson

**SECRETARY**

Sandra L. Johnson

**SUPERINTENDENT**

**COMMONWEALTH OF KENTUCKY**

**COUNTY OF**

**Subscribed and sworn to before me by Grady Varney, Chairman, Hazard Independent Board of Education, and on this** 17th **day of** January 2014.

**My commission expires:** March 31, 2018

**NOTARY PUBLIC**