PERRY COUNTY BOARD OF EDUCATION
HAZARD, KENTUCKY

CONTRACT EMPLOYING SUPERINTENDENT

This Agreement, made and entered into, effective July 1, 2013, by and between THE BOARD OF EDUCATION OF PERRY COUNTY, KENTUCKY (hereinafter referred to as the "BOARD"), and JONATHAN JETT (herein referred to as the "SUPERINTENDENT"), and authorized by action at the lawful meeting of the Board held on the 5 day of June, 2013.

The Board and Superintendent, for the consideration hereinafter specified, agree as follows:

I. TERM OF EMPLOYMENT: Superintendent is hereby employed for a term commencing on the 1st day of July, 2013, and ending on June 30, 2017 as Superintendent of the Perry County Schools.

II. DUTIES: The duties and responsibilities of the Superintendent shall be all of those duties incident to the Office of Superintendent imposed by the laws and regulations of the Commonwealth of Kentucky and in keeping with the policies of the Board, and such other duties and responsibilities as may be assigned to the Superintendent from time to time by the Board.

III. OUTSIDE ACTIVITIES: Superintendent shall devote his time, attention and energy to the business of the Perry County Schools.

The Superintendent and Board recognize the advisability and on occasion the necessity of the Superintendent to attend seminars, courses or programs conducted or sponsored at the local, state or national levels. The Board shall permit a reasonable amount of time for the Superintendent to attend such meetings and agree to pay the necessary fees, travel and subsistence expenses as it may approve or as may be provided for in local Board policy. The attendance herein provided for shall be limited to seminars, courses or other programs that will benefit the Perry County School System and the Board shall have ultimate discretion in determining the Superintendent's attendance and the amount of money to be provided to the Superintendent to defray reasonable and necessary travel and subsistence expenses.

Should the Superintendent attend any function, meeting, seminar or program where his attendance is paid for by a third party or for which he is compensated as a lecturer or consultant, the time spent away from the school system while attending such function shall not be considered as part of his 240 required working days and the Board shall not be required to pay the Superintendent's expenses incurred as result of such attendance.

IV. COMPENSATION: The salary of the Superintendent shall be One Hundred Twenty Thousand Dollars ($120,000) per school year. The salary shall be paid in bi-monthly installments on the same dates that administrators who work 12 months are paid. In the event all other certified employees of the Board, as a group, are granted an annual increase or increases in salary during the term of this agreement, the Superintendent shall also receive an increase in his annual salary equal in percentage to that given by the Board to all of its other certified employees.

In addition, the Board, based upon its evaluation of the Superintendent, may increase the salary of the Superintendent during the term of this Agreement. Any such salary increase shall be in the form of an amendment to this Agreement, but shall not serve to extend the term hereof. Any potential increase in the Superintendent's salary other than the potential annual increase in salary equal to that given to all certified employees of the Board as set out in the immediately preceding paragraph, shall be at the sole discretion of the Board and this paragraph which provides for potential salary increases based upon the Superintendent's evaluation shall not be construed as an expectation by the Superintendent that any such increase will occur. The Board shall, on an annual basis, conduct an evaluation of the Superintendent and devote a portion of at least one meeting annually to an evaluation of the Superintendent's performance and to a discussion of the working relationship between the Superintendent and the Board.

V. WORKING DAYS AND BENEFITS:

a. Working Days. It is understood and agreed that each school year during the term of this Agreement shall begin on July 1st and extend through June 30th and shall consist of 240 working days.

b. Non-Contract Days. The Superintendent's vacation shall be taken during non-contract days and such days not taken during the school year shall not accumulate and will not be carried forward beyond the last day of the school year.

c. Leaves. The Superintendent shall accrue all leave days as authorized by Board policy for certified employees.

d. Expenses. The Board shall pay or reimburse the Superintendent for reasonable expenses approved by the Board and incurred in the continuing performance by the Superintendent of his duties under this Agreement.

e. Professional and Civic Dues. The Board recognizes the mutual benefits derived by reason of the Superintendent's membership in certain professional and civil organizations. The Board agrees to pay dues for the Superintendent

for membership in the American Association of School Administrators, the Kentucky Association of School Superintendents, the Kentucky Association of School Administrators, Kentucky Education Association and one civic club of the Superintendent's choice.

f. Motor vehicle. The Board shall provide a motor vehicle – the make and model of its choosing – for the exclusive business use for the Superintendent.

g. Retirement benefits. The Superintendent shall have the same retirement benefits as provided to certified employees under the Kentucky Teachers Retirement System and as contained in Board policy.

h. Computer Equipment. The Board shall provide, at its expense, the Superintendent with computer equipment, internet services and other necessary communication services which will permit the Superintendent to perform the duties of his office while at home or traveling.

VI. TENURE RECOGNIZED AND CONFIRMED: The Board recognizes that the Superintendent, prior to assuming the duties of this office was a long time school district employee, with a continuing employment contract and was a tenured administrator. To the extent permitted by law the board intends that the Superintendent, at the termination of this or any subsequent contract shall return to his prior employment status as an administrative employee in this school district.

VII. BOARD POLICY: The Superintendent's duties and obligations are governed by Board policy unless otherwise specifically modified herein. All employment benefits provided to the Superintendent are as specifically enumerated in this Agreement and shall supersede any general policy applicable to other employees of the Board.

VIII. TERMINATION OF EMPLOYMENT AGREEMENT: This Agreement may be terminated as specified in the Board's policy and shall also be subject to termination as follows:

a. By expiration of the term of this Agreement;

b. Mutual agreement of the parties in writing; or

c. Discharge for cause.

IX. NOTICE:

Any notice or communication permitted or required under the terms of this Agreement shall be in writing and shall become effective on the day of mailing thereof by registered or certified mail, postage prepaid and addressed:

If to the Board, addressed to:

Chairman, Board of Education
Perry County Schools
315 Park Avenue
Hazard, Kentucky 41701

or current address of the Board of Education.

If to Superintendent, addressed to:

Mr. Jonathan Jett
315 Park Avenue
Hazard, Kentucky 41701

X. SAVINGS CLAUSE. If, during the term of this Agreement, it is found that a specific clause hereof is illegal or otherwise unenforceable, the remainder of the Agreement not affected thereby shall remain in full force and effect.

XI. MISCELLANEOUS. This Agreement, which shall be executed in duplicate originals, contains all of the terms agreed upon by the parties with respect to the subject matter hereof and supersedes all prior agreements, arrangements, understandings and communications between the parties concerning the subject matter hereof, whether oral or written and shall be construed in accordance with the laws of the Commonwealth of Kentucky.

IN WITNESS WHEREOF, the Board and Superintendent have caused this Agreement to be executed in their respective names and in the case of the Board, by its chairman, this 5th day of June, 2013.

Jonathan Jett

JONATHAN JETT,
SUPERINTENDENT

PERRY COUNTY BOARD OF
EDUCATION

JOHN C. COMBS
CHAIRMAN

COMMONWEALTH OF KENTUCKY

COUNTY OF PERRY, SCT.

The foregoing Instrument was duly acknowledged before me by Jonathan Jett, Superintendent, this 5 day of June, 2013.

My Commission expires: 6-13-2015.

Notary Public

COMMONWEALTH OF KENTUCKY

COUNTY OF PERRY, SCT.

The foregoing Instrument was duly acknowledged before me by John C. Combs, Chairman, Perry County Board of Education this 5 day of June, 2013.

My Commission expires: 6-13-2015.

Notary Public