SUPERINTENDENT EMPLOYMENT CONTRACT

THIS CONTRACT is made and entered into this 21st day of April 2011, by and between the BOARD OF EDUCATION OF HARDIN COUNTY, KENTUCKY, OF 65 W. A. JENKINS ROAD, ELIZABETHTOWN, KENTUCKY, 42701, commonly known as the Hardin County School District (hereinafter referred to as "Board"), and NANNETTE JOHNSTON, presently of 100 Ridgewood Court, Elizabethtown, Kentucky, 42701 (hereinafter referred to as "Superintendent).

BACKGROUND

1. Board desires to employ Superintendent to perform the duties of that statutory office pursuant to KRS 160.350, as well as all other applicable law.

2. Superintendent desires to be employed by the Board in accordance with the terms of this Contract. Superintendent certifies that before she assumes her duties under this Contract, she shall present to the Board a statement signed by the Chief State School Officer of the Commonwealth of Kentucky stating therein that Superintendent has been duly issued a certificate of administration and supervision in accordance with all provisions of existing Kentucky law which qualifies her to hold the office of Superintendent for the Board.

NOW THEREFORE, for and in consideration of the mutual covenants and promises hereinafter set forth, the sufficiency of said consideration being hereby acknowledged by both parties, it is agreed by and between the parties hereto as follows:

3. EMPLOYMENT

Board hereby employs Superintendent, and Superintendent hereby enters into the employ of the Board as Superintendent of Hardin County Schools (HCS) in accordance with the Common School laws and the Rules and Regulations of the Kentucky State Board of Education. This employment shall be subject to the terms and conditions of this Contract.

4. DUTIES:

Superintendent shall be responsible for and perform all required statutory acts and duties incident thereto including but not limited to, the following:

A. The performing of all duties and responsibilities of Superintendent of HCS as set forth in the appropriate Job Description and Board policies as are now or hereafter adopted.

B. The performing for the Board of all duties and responsibilities of a

school superintendent generally imposed by or implied from the laws of the Commonwealth of Kentucky including but not limited to, all applicable Kentucky and United States statutes, other applicable laws, rules or regulations, or customs or practices within the State of Kentucky.

C. The serving as Chief Administrative Officer and the executive officer of the Hardin County, Kentucky, School District. Additionally acting as professional adviser to the Board of Education on all matters.

D. The performing of such other duties and responsibilities as from time to time may now or hereafter be assigned to Superintendent by the Board.

E. Superintendent shall be a full-time (12 months) certified employee.

F. Superintendent shall perform the duties of the Board secretary without additional compensation.

5. TERMS:

A. The term of this Contract shall be for a period of four (4) years beginning the first day of July 2011, and shall continue thereafter without interruption in full force and effective through and including the 30th day of June, 2015, subject, however, to termination as hereinafter provided (Paragraphs 9, 10, and 11), and all other applicable law.

B. **Evaluation**: Annually, but no later than June 1 of each year during the term of this Contract, Board shall review with Superintendent the Superintendent's job performance and her compensation; Superintendent's progress toward goals established by Board or Superintendent; the working relationship among the Superintendent, Board, the staff, the students and the community at large; changes in the annual salary and other terms and conditions of employment for the next subsequent year; and, any other matters relative to the employment of Superintendent. Superintendent shall annually advise the Board of this obligation in sufficient time to allow both Superintendent and Board to prepare for this meeting.

6. COMPENSATION:

A. **Salary**: The base salary shall be $150,000 effective the first day of July 2011. Beginning on July 1, 2011 and on each July 1 for the term of this Contract, Board shall increase this salary in a minimum amount equal to the greatest percentage increase received by any certified employee for any one rank, step, and increment level of the District's salary schedule, not to exceed 10% in any one year.

Board retains the right (but is not obligated) to adjust the annual salary of Superintendent during the term of this Contract; provided, however, that any salary adjustment shall not reduce the annual salary below the amount of salary at time being earned by and paid to the Superintendent. It is understood, however, that by amending Superintendent's salary, or other benefits, it shall not be deemed that the Board has entered into a new agreement with Superintendent or has extended the termination date of this Contract.

B. **Benefits**: During the term of this Contract, Superintendent shall receive and participate in the benefits provided generally to all other full-time certified staff employees of Board. Such benefits shall be on the same basis as are available to those full-time certified staff employees, including but not limited to vacation leave, sick leave, personal leave, disability leave, and all such other benefits as may from time to time be approved by Board.

C. **Health Insurance Benefits** – The Superintendent shall receive family health, dental and vision benefits. Superintendent's spouse currently receives health insurance benefits through his employer. Accordingly, in lieu of receiving family health insurance benefits from Board, it is agreed that Superintendent shall receive single coverage health, dental and vision insurance benefits from the Board. During the term of this Contract, the Board shall pay to the Superintendent the difference between the cost of a family health insurance plan as provided through the Board and a single health insurance plan as provided through the Board. Provided, however, if the Superintendent so elects she shall be provided Board paid family health, dental and vision insurance benefits. Provided further, such benefits are subject to change at anytime on the same basis as generally changed for all other fulltime certified staff employees. The Superintendent shall not be entitled to the State benefit credit afforded other Board employees

D. AUTOMOBILE:

Board shall provide a vehicle for use by the Superintendent. The Board shall provide gas, service, maintenance, insurance and upkeep on said automobile. Due to the Superintendent's duties, the Board finds it in their best interest to permit the Superintendent to use the vehicle for both personal and business travel.

E. OTHER BENEFITS:

1. Legal or Board Created Benefits: Superintendent shall further be

entitled to such other benefits as may from time to time be approved by the Board specifically for Superintendent or required to be provided Superintendent by law. Except for such benefits as set forth in this Contract, Superintendent shall be entitled to no further benefits from Board except as specifically required by law.

2. Life Insurance Benefits: Board will provide a term life insurance policy for Superintendent equal to or greater than one and one-half times the Superintendent's annual salary.

3. Vacation: Superintendent shall receive paid vacation leave as provided other fulltime certified staff employees. Additionally, if Superintendent does not utilize all vacation days afforded her during a contract year, the Board will reimburse her up to seven (7) unused days.

4. Meals and Travel Expense: Board shall pay for meals and travel expense, including overnight travel expense incurred by the Superintendent in furtherance of her duties identified in paragraph 5 above.

7. LOYALTY:

Superintendent shall devote all of Superintendent's time, attention, knowledge and skills solely and exclusively to the business and interests of Board. Superintendent may, however, with Board approval, undertake consulting work, speaking engagements, writing, lecturing, or other activities which do not interfere with the discharge of Superintendent's duties and responsibilities set forth in this Contract. The determination by the Board as to whether such other work/activities interferes with the discharge of Superintendent's duties and responsibilities hereunder shall be conclusive. Any fee, honorarium, gift or reimbursement for travel expenses received by Superintendent in performance of such work/activity shall be retained by the Superintendent except that the Superintendent shall not recover her costs/travel expenses from both the Board and other paying party.

8. DISCHARGE :

A. This Contract may be terminated by the Board upon the showing of legal cause and in accordance with statutory procedures and guidelines.

9. DISABILITY:

Inability to perform: Should Superintendent be unable to perform her duties due to physical and/or mental conditions, upon expiration of all sick leave entitlement as provided by law or the policies of this Board, and upon written evaluation by a licensed physician designated by the Board indicating the job duties this contract shall be terminated by Board. Provided, however, prior to termination the Superintendent shall be entitled to procure a second medical opinion which shall be submitted to the Board in a timely fashion. The Board then shall give due consideration to both opinions before making its decision to terminate the contract due to inability to perform. The provisions of the Paragraph shall not be deemed to affect any other benefits which may be available to Superintendent, including but not limited to those available under the applicable retirement program, health insurance, workers' compensation or otherwise.

10. DEATH DURING EMPLOYMENT:

If Superintendent should die during the term of this employment, Board shall pay to the estate of Superintendent the compensation which otherwise would be payable to Superintendent up to the end of the month in which Superintendent's death occurs. Thereafter, Board shall have no further responsibility hereunder and this Contract shall automatically terminate effective the last day of the month in which the Superintendent's death occurs. This Paragraph shall not be deemed to affect any other benefits which may be available to Superintendent, including but not limited to those available under the applicable retirement program, health insurance, workers' compensation or otherwise.

11. PROFESSIONAL ACTIVITIES:

Upon Board approval, Superintendent is encouraged to attend appropriate professional education meetings at the local, state and national levels. Board shall pay all reasonable expenses/costs incurred by Superintendent in her attendance to such meetings. In addition, Board shall pay the membership fees normally associated with membership in such professional education groups (example: KSBA, AASA, NSBA, KASA, NASA).

12. CIVIC AND COMMUNITY INVOLVEMENT:

Board encourages Superintendent to be "visible" as the Chief Executive Officer in the Hardin County Public School System. In this regard, Board will pay the reasonable membership dues and attending expenses incurred by Superintendent in her membership in any major civic clubs in the Hardin County, Kentucky community.

13. TENURE:

Superintendent acknowledges that she is not eligible for tenure as Superintendent under Kentucky law. Moreover, neither this Contract nor matters regarding Superintendent's employment shall be deemed to confer tenure status on Superintendent whether expressed or implied. Superintendent's rights as Superintendent are limited to those set forth in this Contract. Both the Board and Superintendent recognize and acknowledge that the Superintendent does retain her tenure rights as a certified employee of the District in accordance with KRS 161.721.

14. MISCELLANEOUS:

A. **Governing law**: This Contract has been executed in the State of Kentucky and shall be governed in accordance with the laws of Kentucky in every respect – including all applicable administrative rules and regulations. This Contract is further subject to the Board's policies, rules and regulations as now or hereafter adopted. Any unexpected litigation between these parties regarding this Contract shall be filed, if at all, in the state and/or federal courts located in Elizabethtown, Hardin County, Kentucky.

B. **Headings:** Paragraph headings and numbers have been inserted for convenience or reference only. If there shall be any conflict between any such headings or numbers and the text of this Contract, the text shall control.

C. **Exclusive Terms:** This Contract contains all of the terms agreed upon by the parties with respect to the subject matter hereof and supersedes all prior agreements, contracts, arrangements and communications between the parties concerning such subject matter, whether oral or written, including but not limited to any prior contract.

D. **Severability**: The provisions of the Contract shall be deemed severable, and the invalidity of any portion hereof shall not affect the validity of the remainder thereof.

E. **Binding Effect**: This Contract shall be binding upon and inure to the benefit of the respective parties and their respective heirs, legal representatives, successors and assigns.

15. **BOARD OBLIGATION TO DEFEND AND INDEMNIFY:**
Board agrees that it shall defend, hold harmless and indemnify the Superintendent from any and all demands, claims, suits, action and legal proceedings brought against the Superintendent in her individual capacity or in her official capacity as agent and employee of the District, provided the incident arose while the Superintendent was acting within her scope of

employment. If in the good faith opinion of the Superintendent a conflict exists as regards 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 even the District shall indemnify the Superintendent for the reasonable cost of legal defense.

IN WITNESS WHEREOF, the parties hereto have duly executed this **SUPERINTENDENT EMPLOYMENT CONTRACT** as of the day and year first above written.

BOARD OF EDUCATION
OF HARDIN COUNTY, KENTUCKY

Kay Sharon

Kay Sharon, Chairperson

Attest:

_____

, Secretary

NANNETTE JOHNSTON, Superintendent

ACKNOWLEGEMENT

This will certify that there personally appeared before me, Kay Sharon and NANNETTE JOHNSTON, Chairperson and Secretary, respectively, of the Board of Education of Hardin County, Kentucky, and NANNETTE JOHNSTON, Superintendent, who each in my presence place their signatures to this **SUPERINTENDENT EMPLOYMENT CONTRACT** and in so doing acknowledged that they executed this document freely, voluntarily and of their own accord on this the **21st** day of **April, 2011**.

Diana Jacobi

Notary Public, State of Kentucky at Large

My commission expires: April 29, 2013