

SUPERINTENDENT'S CONTRACT

THIS CONTRACT is made and entered into on the 18th day of April, 2025 by and between the Board of Education (hereinafter referred to as "the Board") of the Hart County School District, located in Hart County, Kentucky (hereinafter "the District"), and Burke "Bo" Chenoweth (hereinafter, "the Superintendent"), for the position of Superintendent of Schools of the District, authorized by action at a lawful meeting of the Board on April 3rd, 2025.

The Board hereby agrees to employ the Superintendent for a period of four years, to begin on July 1, 2025, and ending June 30, 2029. The Superintendent agrees to the term of employment under the following conditions.

1. The annual salary paid to the Superintendent shall be one hundred thirty thousand dollars (\$130,000) the first year of the contract and will include any raise awarded by the Board for other certified employees for the 2025-2026 school year. Annual salary modifications shall not exceed the raise granted to certified and classified employees (disregarding rank or step pay increases) in each of the succeeding contract years.

2. This contract requires the services of the Superintendent for two hundred forty (240) days per year.

3. The Superintendent agrees to perform well and faithfully the duties of Superintendent and to serve as chief executive agent of the Board, having such powers and duties as may be prescribed by law or by the Board from time to time.

4. The Superintendent shall furnish throughout the life of this contract a valid and appropriate certificate to act as Superintendent in the State of Kentucky, as issued by the Education Professional Standards Board.

5. The Superintendent agrees to devote the Superintendent's time, skill, labor and attention to said employment during the term of this contract. However, the Superintendent, with the prior approval of the Board, may undertake consultative work, speaking engagements, writing, lecturing, or other professional duties and obligations, which do not impede or conflict with the Superintendent's duties.

6. The Superintendent shall have charge of the administration of the school under the direction of the Board. The Superintendent shall be chief executive officer of the Board; shall be responsible for the implementation of Board policies; shall direct and assign teachers and other employees of the schools under the Superintendent's supervision; shall organize, reorganize and arrange the administrative and supervisory staff, including instruction and business affairs, as best serves the Hart County Public School District subject to the approval of the Board; shall from time to time suggest regulations, rules and procedures deemed necessary for the well ordering of the school district, and in general perform all duties that are by law, regulation, or policy incident to the office of the Superintendent and such other duties as may be prescribed by the board from time to time. The Board shall refer all criticisms, complaints, and suggestions called to its attention to the Superintendent for study, recommendation, or appropriate action. The Superintendent shall attend all Board meetings and all Board committee meetings unless excused for good cause or as otherwise permitted or made necessary as a matter of law. The

Superintendent may appoint a designee to attend committee meetings unless the Superintendent's membership is required by statute or regulation.

7. The Superintendent shall receive the same number of sick days, personal days, and holidays as all (240) day certified employees.

8. The Board encourages the continuing professional growth of the Superintendent through the Superintendent's participation in programs, seminars, courses, and informational meetings. The Board shall permit a reasonable amount of release time for the Superintendent to attend to such matters and upon approval by the Board will pay necessary fees for travel and subsistence expenses. The Board shall also provide annually up to \$650 in membership, travel, and related expenses to the Superintendent for his representing the district in the Rotary Club.

9. The Board shall allow the Superintendent mileage reimbursed at no less than the rate established by law for the use of the Superintendent's personal car for travel completed for business purposes, including, but not limited to, academic, extracurricular and sporting events in which any of the district's schools participate, as defined by District policy, both inside and outside the District. The Superintendent shall also be reimbursed for personal expenses incidental to the travel when an itemized statement of travel and expense is submitted to and approved by the Board.

10. The Board shall, by direct payment, pay the professional dues for the Superintendent's memberships in two state or national organizations each year of the contract.

11. The Superintendent shall attend appropriate professional meetings and conferences at the local, regional, state, and national levels. The Board shall reimburse the Superintendent for actual expenses incurred in carrying out the Superintendent's professional activities when an authorized statement is submitted to and approved by the Board.

12. The Superintendent, with prior Board approval, shall be allowed time to further the Superintendent's formal education at a recognized college or university without loss of pay or vacation during the months when school is not in session.

13. The Superintendent shall, to the best of the Superintendent's ability, secure capable and qualified candidates for various available positions within the District which are subject to appointment by the Superintendent.

14. It is understood and agreed that the Superintendent, as chief executive officer of the Board, shall be in charge of District affairs, and the Board, individually and collectively, will refer matters before the Board to the Superintendent for study and recommendation. However, this shall not prevent the Board from taking action on matters before the Board if the Board desires.

15. The Superintendent shall be entitled to employee benefits applicable to twelve month administrative employees of the board.

16. The Board shall pay or reimburse the Superintendent for reasonable expenses approved by the Board and incurred by the Superintendent in the continuing performance of his duties under this employment contract. In the event the Superintendent is involved in administrative or judicial proceedings that continues after the expiration of this contract, the

Superintendent will be compensated for the time he devotes to the litigation, for the benefit of the Board, at the same rate of pay (pro-rated as appropriate) he last receives as Superintendent and is to be reimbursed for all out-of-pocket expenses, with supporting documentation to be provided to the Board monthly during the course of such proceedings.

17. To the extent authorized by Kentucky law, the Board, as a body politic, agrees to defend, hold harmless, and indemnify the Superintendent, in his individual capacity, or in his official capacity as agent and employee of the Board, from any and all demands, claims, suits, actions, and other legal proceedings, excluding criminal legal proceedings, arising out of the Superintendent's good faith actions or inactions within the scope of his employment.

18. The Board shall evaluate and assess the performance of the Superintendent at least once a year consistent with KRS 156.557 and applicable Board policy and procedure, prior to the June regular scheduled Board meeting, during the term of this contract. The Superintendent's contract may be extended, within state law, at any time during the length of the contract by action of the Board at any lawfully convened Board meeting.

19. In consideration of the irregular work schedule and significant time demands of the office of Superintendent, the Board shall reimburse the cost of the Superintendent's spouse accompanying the Superintendent one time per year to a professional activity attended by the Superintendent.

20. The Board will provide the Superintendent with the use of a vehicle as well as insurance, gasoline, and vehicle maintenance costs related to the said vehicle.

21. This CONTRACT has been executed in Kentucky, and shall be governed in accordance with the laws of the Commonwealth of Kentucky in every respect.

22. This CONTRACT shall be executed in duplicate originals.

23. This CONTRACT contains all of the terms agreed upon by the parties with respect to the subject matter of this CONTRACT and supersedes all prior agreements, arrangements and communications between the parties concerning such subject matter, whether oral or written.

24. This CONTRACT may be terminated as per the Board's policy and under State statutory law and pertinent case decisions and shall also include the following:

- a. By expiration of its term;
- b. Mutual agreement of the parties;
- c. Discharge for cause pursuant to KRS 160.350
- d. Resignation of the Superintendent pursuant to KRS 161.780; or
- e. Retirement of the Superintendent

BOARD OF EDUCATION OF HART COUNTY, KENTUCKY

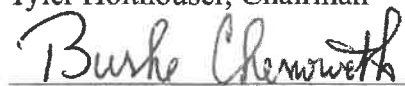
BY:



Tyler Holthouser, Chairman

4-18-25

Date



Burke "Bo" Chenoweth, Superintendent

4/18/25

Date

