

**FIRST AMENDMENT TO CONTRACT EMPLOYING SUPERINTENDENT**

**THIS FIRST AMENDMENT TO CONTRACT EMPLOYING SUPERINTENDENT** (“Amendment to Agreement”) is executed as of May 20, 2015 (“Effective Date”), between **THE BELLEVUE INDEPENDENT SCHOOLS’ BOARD OF EDUCATION (“BOARD”)** and **ROBERT L. SMITH (“SUPERINTENDENT”)**.

**WHEREAS**, the parties entered into a Contract Employing Superintendent (“Agreement”) on May 23, 2014 that was effective as of July 1, 2014;

**WHEREAS**, the BOARD shall complete and report on its evaluation of the SUPERINTENDENT conducted pursuant to Paragraph 4 of the Agreement in open session of the regular monthly meeting of the BOARD on June 24, 2015;

**WHEREAS**, the BOARD’s current evaluation has determined that the SUPERINTENDENT’S excellent service to the BOARD, dedication to the Bellevue Independent Schools District and exemplary leadership of the school personnel are worthy of an increase in benefits for the remainder of the term of the Agreement;

**WHEREAS**, budget issues within the School District exist as they do among most all School Districts within the Commonwealth of Kentucky;

**WHEREAS**, the salary, medical expense coverage, paid holidays and vacation days to which the SUPERINTENDENT is entitled can be increased without causing a negative impact upon the budget issues within the School District;

**WHEREAS**, the BOARD and the SUPERINTENDENT desire to clarify the BOARD’S obligation in the event the SUPERINTENDENT is separated from employment in the future;

**NOW, THEREFORE**, in consideration of the foregoing and the representations, warranties, covenants and agreements herein contained, the parties hereby agree as follows:

**1. Section 4 of the Agreement is hereby amended to read as follows:**

COMPENSATION

The salary shall be One hundred eighteen thousand and four hundred and fifty dollars and zero cents (\$118,450.00) per school year with step increases for each year of experience per the Bellevue Independent School Board's salary schedule for certified employees. This salary shall be effective starting July 1, 2015. 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.

**2. Section 5a. of the Agreement is hereby amended to read as follows:**

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. The SUPERINTENDENT shall be entitled to ten (10) sick days as afforded to all certified Bellevue Independent School District employees. The SUPERINTENDENT shall also be entitled to an additional ten (10) days of vacation per school year. In the event that the SUPERINTENDENT does not utilize one or more of his ten (10) vacation days in a single school year, such unused days shall be added to the next school year's vacation days. In the event this agreement is terminated under paragraph 6 of this agreement, then the SUPERINTENDENT shall receive a sum of pay from the BOARD equal to the daily rate of the SUPERINTENDENT'S salary in the calendar year in which they accrue per Bellevue Independent School District's salary schedule for certified personnel. The BOARD shall establish an annual work calendar for the SUPERINTENDENT during the month of June for each following year and such calendar shall designate the non-work days associated with this AGREEMENT which shall include, at a minimum, seven (7) paid holidays.

The BOARD specifically states that it is understood that the ten (10) days of vacation to which the SUPERINTENDENT is entitled under the original Agreement and this Amendment to Agreement shall be effective on the Effective Date of this Amendment to Agreement.

**3. Section 5g. of the Agreement is hereby amended to read as follows:**

g. The BOARD shall reimburse the SUPERINTENDENT for the total EMPLOYEE COST of FAMILY COVERAGE/BENEFITS of a State Employees HEALTH INSURANCE, DENTAL AND VISION PLAN, and any medical expenses not to exceed TEN THOUSAND DOLLARS (\$10,000.00) ANNUALLY. This provision shall be effective starting July 1, 2015.

**4. In all other respects the Agreement shall remain in full force and effect without change.**

**IN WITNESS WHEREOF**, this Amendment to Agreement has been executed by the parties hereto on the day and year first above written.

In TESTIMONY THEREOF, the BOARD AND SUPERINTENDENT have caused this FIRST AMENDMENT TO CONTRACT EMPLOYING SUPERINTENDENT 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.

BELLEVUE INDEPENDENT SCHOOLS BOARD OF EDUCATION

BY: Vanessa Groneck  
VANESSA GRONECK, CHAIRPERSON

COMMONWEALTH OF KENTUCKY  
COUNTY OF CAMPBELL, SS

SWORN AND SUBSCRIBED TO AND INITIALED before me a Notary Public by the above named Chairperson of the Bellevue Independent Schools Board of Education, Vanessa Groneck, on this 20<sup>th</sup> day of May, 2013.

Sharon Eaylin # 475985  
NOTARY PUBLIC – State at Large  
My Commission expires 10/30/2016

ATTEST:

Jennifer Pierce  
JENNIFER PIERCE, FINANCE OFFICER

COMMONWEALTH OF KENTUCKY  
COUNTY OF CAMPBELL, SS

SIGNED before me a Notary Public by the above named Jennifer Pierce, Financial Officer of the Bellevue Independent Schools Board of Education, on this 20<sup>th</sup> day of May, 2015.

Sharon Eaglin #475985  
NOTARY PUBLIC - State at Large  
My Commission expires: 10/30/2016

Robert L. Smith

ROBERT L. SMITH, SUPERINTENDENT

COMMONWEALTH OF KENTUCKY  
COUNTY OF CAMPBELL, SS

SWORN AND SUBSCRIBED TO AND INITIALED before me a Notary Public by the above named Robert L. Smith on this 20<sup>th</sup> day of May, 2015.

Sharon Eaglin #475985  
NOTARY PUBLIC - State at Large  
My Commission expires: 10/30/2016