SUPERINTENDENT'S CONTRACT OF EMPLOYMENT
BETWEEN
SUPERINTENDENT MIKE SMITH AND THE
JACKSON COUNTY BOARD OF EDUCATION

This Contract of Employment is made and entered into on this 17th day of September, 2013 by and between the Jackson County Board of Education ("Board") and Mike Smith ("Superintendent").

THE BOARD AND SUPERINTENDENT AGREE AS FOLLOWS:

1. **TERM**

The Board, in consideration of the promises of the Superintendent stated in this contract, employs the Superintendent as Superintendent of Schools for a term beginning the 1st day of July, 2014 and ending the 30th day of June, 2016. The Board may by specific action and with the consent of the Superintendent further extend the termination date of the Superintendent's contract to the full extent permitted by the state law pursuant to KRS 160.350(4).

2. **PROFESSIONAL CERTIFICATION AND RESPONSIBILITIES OF THE SUPERINTENDENT**

A. CERTIFICATION

The Superintendent shall hold a valid certificate which qualifies the Superintendent to hold the position of Superintendent and shall hold such certification throughout the period of employment as Superintendent.

B. DUTIES

The Superintendent shall devote his normal business hours to the discharge of his duties as set out by the laws of this nation and this Commonwealth, the rules and regulation of the state and local Boards of Education, and that failure to do so will invalidate this contract, except that he may enter into a contract with this Board in accordance with the provisions of KRS 160.440.

The Superintendent will be the executive agent of the Board and will have the primary responsibility for carrying out Board policy in the district, whereas, the Board retains the primary responsibility for formulating and adopting district policy.

C. **OUTSIDE ACTIVITIES**

The Superintendent shall devote his normal business hours exclusively to the business of the school district, pursuant to KRS 160.390, except with written consent of the Board as set out in the Board minutes.

3. **PROFESSIONAL GROWTH OF SUPERINTENDENT**

At the Board's expense, the Board encourages the continuing professional growth of the Superintendent through the Superintendent's participation, as he might decide in light of the Superintendent's responsibilities as Superintendent in:

A. The operations, programs, and other activities conducted or sponsored by local, state, and national school Board and school administrator associations;
B. seminars offered by public or private educational institutions; and
C. membership in professional school administrator associations that would help the Superintendent maintain and improve his professional skills;
D. Informal meetings with other groups and persons whose particular skills and backgrounds would serve to improve the capacity of the Superintendent to perform his professional responsibilities for the Board.

4. **COMPENSATION**

The Superintendent shall receive an annual base salary of $106,748.40; it is the same as the base salary that he received in the last year (2013-2014 SY) of his previous contract as Superintendent of Jackson County Public Schools. The Superintendent shall receive an increase in his then current total salary (base salary, plus all accrued annual and experience based salary raises) equal in percentage to that received by all other certified employees on each and every July 1st for each and every year he is employed by the Board as Superintendent. Any increase in salary for the Superintendent during the life of his contract shall not be deemed either a new contract nor that the terminaton date of this contract, has been extended without specific action by this Board. This salary shall be paid to the Superintendent in regular installments, in accordance with the schedule of salary payments in effect for other certified employees. In any event, the Superintendent's then current salary may not be decreased.

WAIVER OF SUPERINTENDENT'S PRESENCE: Pursuant to KRS 160.370, the Board hereby waives the Superintendent's presence at any and all meetings of the Board when the Superintendent's tenure, salary and/or administration of his office is under consideration unless a majority of the Board votes in open session to request the Superintendent to leave the meeting during the consideration of his tenure, salary and/or administration of office.

5. **OTHER BENEFITS**
   - **A.** The Superintendent shall be entitled to any and all other legally permissible benefits, raises in pay, including health insurance, applicable to certified and twelve (12) month administrative employees as are incident to their employment relationships with the Board.
   - **B.** **Board Attorney:** The Superintendent has the authority to utilize and direct the services of the Board Attorney in the discharge of his duties, as herein described, except when the services of said Board Attorney would or may conflict with the legal interests of the Board. The Board retains the authority to employ and terminate the Board Attorney.
   - **C.** **Health Insurance Benefits:** The Superintendent shall be provided by the Board an enhanced single or family health insurance plan at the expense of the Board so long as he is employed as Superintendent.
   - **D.** **Contract Extension:** After the completion of the first year of this contract, the Board may, no later than June 30, extend the contract of the Superintendent for one (1) additional year beyond the current term of employment pursuant to KRS 160.350(4).
   - **E.** **Cellular Phone:** The Superintendent shall be provided a Board owned cellular phone with Board contracted service to use in the execution of his duties.
   - **F.** **Formal Acceptance:** The Superintendent's signature is evidence of his formal acceptance of his appointment as Superintendent and his formal acceptance of the term of office.
   - **G.** **Continuing Contract Status:** The Superintendent shall be eligible for continuing contract status when he meets all requirements prescribed in KRS 161.720 to 161.810 for continuing contracts for teachers.

6. **EXPENSES**

   The Board shall reimburse the Superintendent for reasonable expenses approved by the Board and incurred by the Superintendent in the continuing performance of his duties as Superintendent.

7. **SICK LEAVE**

The Superintendent shall be entitled to use, accumulate and be paid upon retirement any sick leave benefits allowed by state law and Board Policies.

8. **LEAVE FOR SUPERINTENDENT**

The Superintendent may observe as holidays those holidays which all other certified staff may observe. The Superintendent may take as leave, leave equal to that granted all other certified staff. Each school year from July 1 through June 30 will consist of 240 working days for the Superintendent.

9. **PROFESSIONAL LIABILITY:**

A. The Board agrees that if shall defend, hold harmless and indemnify the Superintendent from any and all demands, claims, suits, actions and legal proceedings brought against the Superintendent by any party in his individual capacity or his official capacity as an agent or employee of the Board, provided the incident arose while the Superintendent was acting within the scope of his employment and excluding criminal litigation, to the extent liability coverage is within the authority of the Board to provide under state and federal law.

B. If in the good faith discretion of the Superintendent a legal conflict exists regarding the defense of a claim between the legal position of the Superintendent and the legal position of the Board, the Superintendent may engage separate counsel of his preference in which event the Board shall be responsible for and indemnify the Superintendent for the costs of his legal defense as permitted by state and federal law, to the extent such separate counsel and litigation expenses are not covered by insurance. Any separate counsel chosen by the Superintendent shall first be sought through any applicable insurance policies of the Board.

C. Additional professional liability insurance coverage shall be provided to the Superintendent through Kentucky Association of School Administrators. The annual premium shall not exceed $80.00.

10. **EVALUATION:**

A. The board shall evaluate and assess in writing the performance of the Superintendent as least once each year during the term of his contract and this evaluation and assessment shall be reasonably related to his duties as Superintendent

and the objectives of the Board. To the extent allowed by law, each evaluation shall be conducted in closed, executive session.

B. The Board shall meet, to the extent allowed by law, in closed, executive session with the Superintendent to discuss his evaluation, at which time the Superintendent shall be given a copy of his evaluation.

C. The evaluation form and procedures used each year shall be that form and those procedures that are adopted by the Board and which are approved by the Kentucky Department of Education and any such amended forms and procedures are hereby adopted and incorporated by reference as though stated in full.

11. RETIREMENT BENEFITS:

A. The Superintendent may elect to participate in and be a member of the Kentucky Teacher Retirement System.

B. The Superintendent may participate in any Kentucky Deferred Compensation Plans that are offered to other certified employees within the district.

12. TERMINATION OF EMPLOYMENT CONTRACT:

The employment contract of the Superintendent, including any extension thereof, may be terminated by the Board by:

A. Mutual agreement of the parties.
B. Retirement of the Superintendent.
C. Resignation of the Superintendent.
D. Disability or death of the Superintendent.
E. Discharge for legal cause under the rules, regulations, procedures and/or laws of this Commonwealth and/or the United States of America. Any such discharge shall be given in writing and the Superintendent shall be entitled to appear before the Board, in closed, executive session to discuss such causes.
F. If the Superintendent chooses to be accompanied by legal counsel at such meeting, the Superintendent shall bear any cost he incurs.
G. Thereafter, the Superintendent shall be provided a written decision describing the results of the meeting.

13. KIND OF CERTIFICATES HELD

- **A.** Endorsement for Teaching Science, Grades 5-8
- **B.** Standard Certificate for Teaching in the Early Elementary, K-4
- **C.** Professional Certificate for Supervisor of Instruction, K-12; Level 2
- **D.** Professional Certificate for Director of Pupil Personnel, Level 2
- **E.** Professional Certificate for School Superintendent

14. SAVINGS CLAUSE

If, during the term of this contract, a clause or any portion of the contract is found illegal under federal or state law, the remaining portions of the contract shall remain in full force to the extent they are unaffected by the ruling of illegality.

15. MISCELLANEOUS

This written document represents the entire agreement of the parties. The parties are not relying upon any other terms or agreements whether oral or written. This contract will be construed under the laws of the Commonwealth of Kentucky. This contract may not be amended except as provided for by a public vote of the Board and then in writing as signed by both parties. At the discretion of the Superintendent, a copy of this agreement may be filed with the minutes of the meeting at which this agreement was approved.

AGREED TO:

SUPERINTENDENT

Mike Smith

Mike Smith

BOARD OF EDUCATION

Eddy Neeley

Eddy Neeley, Chairperson

Sheila Minton

Attested: Secretary or Assistant Secretary to the Board

This Contract Prepared By: **Larry G. Bryson, P.S.C.**
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