SUPERINTENDENT'S CONTRACT

This CONTRACTUAL AGREEMENT, made and entered into this 21st day of May, 2013, by and between the Russellville Independent Board of Education [hereinafter the "BOARD" or "DISTRICT"] and Leon Smith, [hereinafter "SUPERINTENDENT"], and authorized at a lawful meeting of the BOARD held on the 21st day of May, 2013, in Russellville, Logan County, Kentucky.

WITNESSETH:

NOW, THEREFORE, the BOARD and SUPERINTENDENT, for the consideration herein specified, agree as follows:

1. TERM OF EMPLOYMENT

The SUPERINTENDENT is hereby hired and retained for a term commencing on July 1, 2013 through June 30, 2017, as Superintendent of the Russellville Independent Schools; Russellville, Kentucky.

2. DUTIES

The SUPERINTENDENT shall have charge of the administration of the schools under the direction of the BOARD. The SUPERINTENDENT shall be chief executive officer of the BOARD, shall be responsible for 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 District subject to the approval of the BOARD as permitted by law; shall from time to time suggest regulations, rules, and procedures deemed necessary for the well being and functioning of the school district, and in general perform all duties that are by law or policy incidental to the office of the Superintendent and such other duties as may be prescribed by the BOARD from time to time. The Superintendent shall attend all Board meetings and all Board committee meetings unless he notifies the Board chair or committee chair in advance of a situation preventing his attendance.

3. OUTSIDE ACTIVITIES

The Superintendent shall devote his time, attention, and energy exclusively to the business of the school district, pursuant to KRS 160.389. The Superintendent shall not engage in outside employment as an employee without advance written and specific consent of the District as set out in the Board minutes.

The SUPERINTENDENT and BOARD recognize the advisability, and on occasions the necessity, of the SUPERINTENDENT attending seminars, courses, or programs conducted or sponsored at the local, state, or national levels. It is understood and agreed that the District shall permit a reasonable amount of time for the SUPERINTENDENT to attend such meetings and for the BOARD to pay for necessary fees and travel and subsistence expense as may be set forth in the local Board policy.

This provision shall be limited to seminars, courses, or programs that would be for the benefit of the DISTRICT. The BOARD shall have ultimate discretion in determining the SUPERINTENDENT'S attendance and the amount of money to defray reasonable and necessary travel subsistence expenses.

However, if the SUPERINTENDENT elects to attend any function, meeting, seminar, or program where he is compensated as a lecturer or consultant for such attendance, the time involved with such functions shall not be considered as part of the 240 working days, and the BOARD shall not be obligated to pay the SUPERINTENDENT'S expenses involved with such functions.

4. COMPENSATION

The salary shall be $109,894.65 per school year. The salary shall be paid on the same dates as administrators who work twelve (12) months are paid. The SUPERINTENDENT shall receive an annual increase equivalent to the highest increase on the district salary schedule adopted by the BOARD.

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 the 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, and make the results of that evaluation available to the SUPERINTENDENT as hereinafter more fully discussed.

5. 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, he shall notify the BOARD in advance, and arrange for management of district business in his absence. Included within the 240-day period, the SUPERINTENDENT is entitled to take up to ten (10) vacation days.

b. Leaves: The SUPERINTENDENT shall accrue all leave days as authorized by the BOARD policy for certified employees.

c. Health and Life Insurance: The BOARD shall pay the premium cost for family coverage health insurance for the SUPERINTENDENT. The BOARD shall also pay the premium for $100,000 in life insurance for the SUPERINTENDENT; however, the BOARD is not required to pay a higher premium because of any medical, physical, or mental disability.

d. Expenses: 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 AGREEMENT, as determined by the BOARD and according to BOARD policy.

e. Technology Reimbursement: The BOARD, at its expense, shall provide the SUPERINTENDENT with computer equipment, cellular telephone, Internet services, and other necessary communications services that will allow the SUPERINTENDENT to perform the duties of the office while at home or traveling.

f. Professional and Civic Dues: The BOARD recognizes the mutual benefit derived by the SUPERINTENDENT and the BOARD of the SUPERINTENDENT'S membership in certain professional and civic organizations. The BOARD agrees to pay dues for the Kentucky Association of School Superintendents (KASS), the Kentucky Association of School Administrators (KASA), the American Association of School Administrators (AASA), and one (1) civic club of the SUPERINTENDENT'S choice.

g. Automobile Expenses: The SUPERINTENDENT shall be reimbursed for out-of-district mileage per BOARD policy. The DISTRICT shall also reimburse the SUPERINTENDENT for reasonable expenses approved by the DISTRICT and incurred by the SUPERINTENDENT in the continuing performance of his duties under this AGREEMENT. This shall include all other actual expenses for school-related trips.

h. Retirement Benefits: The SUPERINTENDENT shall have the same retirement benefits as provided certified employees under the Kentucky Teachers Retirement System and as in BOARD policy.

6. RESIDENCE

The SUPERINTENDENT shall continue to maintain a residence within Logan County, Kentucky.

7. TERMINATION OF EMPLOYMENT AGREEMENT

This AGREEMENT may be terminated by

a. Mutual agreement of the parties;
b. Expiration of its term;
c. Retirement of the Superintendent;
d. DISCHARGE FOR CAUSE. Discharge for cause shall constitute conduct which is seriously prejudicial to the DISTRICT, including but not limited to neglect of duty or breach of contract. Notice of Discharge for Cause shall be given in writing, and the SUPERINTENDENT shall be entitled to appear before the BOARD to discuss such cause or causes. If the Superintendent chooses to be accompanied by legal counsel at such meeting, he shall personally bear any costs involved. The meeting shall be conducted in closed, executive session. The SUPERINTENDENT shall be provided a written decision setting forth the findings and conclusions.

8. PROFESSIONAL LIABILITY

a. The DISTRICT agrees that it shall defend the SUPERINTENDENT from any and all demands, claims, suits, actions, and legal proceedings brought against the SUPERINTENDENT in his individual capacity, or in his official capacity as agent and employee of the DISTRICT, provided the incident arose while the SUPERINTENDENT was acting within the scope of his employment and excluding criminal proceedings, to the extent liability coverage is within the authority of the BOARD to provide under State law. The BOARD shall provide professional liability insurance with coverage up to $1 million dollars ($1,000,000.)

b. If, in the good faith opinion of the SUPERINTENDENT, a conflict exists regarding the defense of a claim between the legal position of the SUPERINTENDENT and the legal position of the DISTRICT, the SUPERINTENDENT may engage counsel in which event the BOARD shall be responsible for the cost of legal defense as permitted by State Law. The DISTRICT shall not, however, be required to pay any costs of legal proceedings in the event the DISTRICT and the SUPERINTENDENT have adverse interests in the litigation.

9. GOALS AND OBJECTIVES

Within a reasonable time after the execution of this AGREEMENT, the parties shall meet to establish the DISTRICT goals and objectives for the ensuing school year. The goals and objectives shall be reduced to writing and be among the criteria by which the SUPERINTENDENT is evaluated.

10. EVALUATION

The BOARD shall evaluate and assess the performance of the SUPERINTENDENT at least once each year during the term of this AGREEMENT. This evaluation and assessment shall be reasonably related to the position description of the SUPERINTENDENT and the goals and objectives of the DISTRICT for the period in question.

11. BOARD POLICY

The SUPERINTENDENT'S duties and obligations are governed by BOARD policy, unless otherwise specifically modified hereinabove.

All benefits of the SUPERINTENDENT are specifically spelled out in this AGREEMENT and override any general policy which might be in existence for other employees.

12. SAVINGS CLAUSE

If during the term of this AGREEMENT, it is found that a specific clause of the agreement is illegal under federal or state law, the remainder of the AGREEMENT not affected by such a ruling shall remain in force.

13. MISCELLANEOUS

This AGREEMENT shall be deemed to have been executed in Kentucky and shall be governed in accordance with the laws of the Commonwealth of Kentucky in every respect.

14. PARAGRAPH HEADINGS

Paragraph headings have been inserted for convenience or reference only, and if there shall be any conflict between any such headings and the text of this agreement, the text shall control.

15. CERTIFICATE

The SUPERINTENDENT shall hold a valid certificate issued by the Kentucky Department of Education that qualifies the SUPERINTENDENT for that position.

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

IN TESTIMONY WHEREOF, the BOARD and SUPERINTENDENT have caused this AGREEMENT to be executed in duplicate in their respective names, and in the case of the BOARD, by its Chairperson, on the day and year first written above.

BOARD OF EDUCATION OF RUSSELLVILLE,
KENTUCKY INDEPENDENT SCHOOL DISTRICT

BY: _____
James C. Milam, Chairperson

_____
Leon Smith, Superintendent