

~~6000~~

4/18/16

**CAMPBELL COUNTY SCHOOLS
ALEXANDRIA, KENTUCKY
Superintendent Contract of Employment**

THIS CONTRACT of employment is made and entered into on this the 18th day of April, 2016, by and between the Board of Education of the Campbell County School District (hereinafter referred to as "The Board"), located in CAMPBELL County, Kentucky, and **DR. DAVID A. RUST** (hereinafter "the Superintendent"), for the position of Superintendent of Schools of the district.

The BOARD AND SUPERINTENDENT AGREE AS FOLLOWS:

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 commencing on **July 1, 2016**, and ending on **June 30, 2019**. The Board may by specific action and with 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).

This contract requires the services of the Superintendent for two hundred forty (240) days per year. The Superintendent shall, upon request, provide the Board with a schedule of actual and proposed workdays for the current contract year. Within ninety (90) days of the date permitted for renewal of this contract pursuant to state law, the Board or the Superintendent may request of the other their desire to enter into a new contract. In which event, the other party shall respond within 60 days. If the response is in the affirmative, the parties may begin negotiations.

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.

COMPENSATION

The Superintendent shall be paid an annual base salary of **one-hundred and thirty-seven thousand dollars (\$137,000)** paid in accordance with the schedule of salary payments in effect for other certified employees. In addition to the base salary, the Board shall reimburse the Superintendent (employee) contribution to the Kentucky Teacher Retirement System for retirement benefits. Also, the Superintendent shall receive an annual increase to his current total salary equal to the percent increase granted to other certified employees at his rank and experience plus any percentage increase granted by the Board of Education to the certified teacher's salary schedule. Any annual increase shall take effect on July 1st of each year.

Any increase in salary for the Superintendent during the life of his contract shall not be deemed either a new contract, nor that the termination date of his contract, or any extension thereof, has been extended.

In addition to the minimum annual raise of the salary of the Superintendent, the Board may vote to grant the Superintendent an additional merit raise.

In no event shall the Superintendent be paid less than the salary paid in the preceding year.

CONTRACT EXTENSION

The Board may, no later than June 30 of each year, vote to extend the contract of the Superintendent for one (1) additional year beyond the current term of employment pursuant to KRS 160.350(4).

DUTIES

The Superintendent agrees to devote the time, skill, labor, and attention necessary to perform well and faithfully the duties of Superintendent and executive agent and professional advisor to the Board, as set out by law, regulation, policy, and this contract.

The Superintendent shall make all reasonable efforts to secure capable and qualified candidates for all available positions in the district which are subject to appointment by the Superintendent.

The Superintendent, as executive agent of the Board, shall be in charge of the educational and business affairs of the district. The Board as a body, and its members individually, shall refer all appropriate matters to the Superintendent for study and recommendation. Nothing in this section shall be construed as preventing the Board from acting in any matter in which it is entitled to act by law.

PROFESSIONAL GROWTH OF SUPERINTENDENT

The Board encourages the continuing professional growth of the Superintendent through the Superintendent's participation in operations, programs, and other activities conducted or sponsored by local, state, and national school Board and school administrator associations and by participation in informational meetings with other groups and persons whose particular skills or backgrounds would serve to improve the capacity of the Superintendent to perform his professional responsibilities for the Board.

OTHER BENEFITS

The Superintendent shall receive twelve (12) days sick leave per year as per KRS 161.155 (2). All days not used in any year shall accumulate without limit, and shall be considered sick leave, subject to all board policies that apply to sick leave for other personnel. At the time of retirement, the Board shall compensate the Superintendent for each day of unused and accumulated sick leave as per Board policy. The Superintendent shall be entitled to any and all other legally permissible benefits, including health and dental insurance, applicable to other certified and administrative employees as are incident to their employment relationships with the Board. Each School year from July 1 through June 30 will consist of 240 working days for the Superintendent. The Superintendent may take as leave, leave equal to that granted all other certified staff. The Superintendent shall be provided nine (9) paid holidays.

Due to the unique duties, responsibilities, and travel requirements of the position of Superintendent of Schools, the Board shall pay the Superintendent an automobile allowance in the use of his personal automobile for school related purposes. The amount to be paid is as follows: **five-hundred (\$500) per month** for each year of his contract. The Superintendent shall be reimbursed for other normal travel expenses incurred while traveling on district business out of the county when an itemized statement of expenses is submitted to and approved by the Board.

COMMUNICATIONS

In order to provide quality communication tools for the Superintendent, the Board shall provide him with a laptop, cell phone with data plan, and an iPad with data plan to be used throughout the term of this contract. The Board shall also reimburse him for home internet access throughout the term of this contract.

EVALUATION

The Board shall evaluate and assess the Superintendent's performance in June of each year during the term of this contract. As a means to evaluate the Superintendent's performance, an evaluation instrument has been agreed upon by the Board and the Superintendent in accordance with Board and State regulations. The evaluation and assessment shall reasonably be related to the position description of the Superintendent and the goals and objectives of the district and the Board for the period in question. Likewise, to the satisfaction of the Board, the Superintendent must demonstrate implementation and achievement toward the Campbell Count Schools "Mission Statement".

DUES

The Board shall pay the Superintendent's membership dues to the Kentucky Association of School Administrators (KASA), Kentucky Association of School Superintendents (KASS), the American Association of School Administrators (AASA) and one (1) civic club of the Superintendent's choice.

TERMINATION

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, 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.

PROFESSIONAL LIABILITY

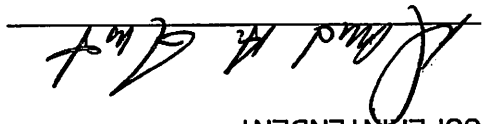
The Board agrees that it shall defend the Superintendent from any and all demands, claims, suits, actions, and legal proceedings brought against the Superintendent by any party in his individual capacity or in his official capacity as an agent and employee of the Board, provided the incident arose while 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.

If 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 reasonable cost 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.

BOARD ATTORNEY

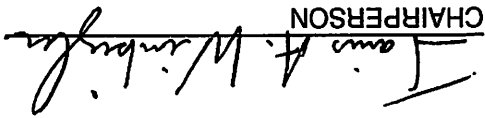
The Superintendent has the authority to utilize, employ and direct the services of the Board Attorney in the discharge of his or her duties, as herein described, except when the services of said Board Attorney would or may conflict with the legal interests of the Board. The Board retains the authority to employ and terminate the Board Attorney.

SUPERINTENDENT

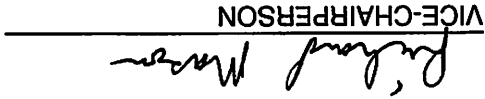


AGREED TO:

CAMPBELL COUNTY BOARD OF EDUCATION



CHAIRPERSON



VICE-CHAIRPERSON

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.

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.