# **ACTING SUPERINTENDENT'S AGREEMENT**

 This Acting Superintendent's Agreement (hereinafter “Agreement”) is entered into this June \_\_\_\_\_, 2023, by and between the Board of Education of the Russellville, Kentucky Independent School District, 355 South Summer Street, Russellville, Kentucky (hereinafter “Board”) and Kyle Estes (hereinafter “Acting Superintendent”)

# -WITNESSETH-

WHEREAS, this Agreement is made in accordance with and contingent upon the action of the Board as taken at a special meeting held on May 2, 2023 (as amended at the Board meeting on June \_\_\_, 2023), whereby the Board voted to employ Kyle Estes as Acting Superintendent of the Board of Education of the Russellville Independent School District (hereinafter “District”) in accordance with the provisions set forth herein; and

WHEREAS, the parties agree that the Acting Superintendent shall perform the duties of the Superintendent of the District as prescribed by the laws of the Commonwealth of Kentucky and by the policies and procedures of the Board.

NOW THEREFORE, the Board and Acting Superintendent agree as follows:

 Term: The Board employs the Acting Superintendent for a term beginning on July 1, 2023. The term shall not exceed six (6) months but may be renewed once for a period not to exceed three (3) months. The term of this agreement shall expire sooner than six (6) months upon the Board’s appointment of the new Superintendent in accordance with KRS 160.350(1).

2. Professional Certification and Responsibilities of Superintendent:

1. Certification: The Acting Superintendent shall furnish throughout the term of this Agreement a valid and appropriate certificate to act as superintendent in the Commonwealth of Kentucky
2. Contract Days: This Agreement requires the services of the Acting Superintendent for six (6) months during the Agreement period and any renewal. The Acting Superintendent and the Board Chair shall determine which days during the term shall be worked by the Acting Superintendent.
3. Duties: The Acting 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. It is understood and agreed that the Acting 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 Acting Superintendent for study and recommendation. However, this referral shall not prevent the Board from taking action on matters before the Board if the Board desires.
4. Outside Activities: The Acting Superintendent agrees to devote his time, skill, labor and attention to said employment during the term of this Agreement. However, the Acting Superintendent may undertake consultative work, speaking engagements, writing, lecturing, or other professional duties and obligations, which do not impede or conflict with the Acting Superintendent's duties to work during the term of the Agreement.

3. Compensation and Fringe Benefits:

1. Salary: The salary paid the Acting Superintendent during the term shall be $520.00 per day to be paid in monthly installments on the same pay schedule as all other certified employees of the district. The Acting Superintendent shall additionally be paid for all paid holidays occurring during the term.
2. Expenses: The Board shall reimburse the Acting Superintendent monthly for mileage for the use of the Superintendent's personal vehicle on District business and for travel outside the District at the rate adopted by the Board for all certified employees. The Acting Superintendent shall also be reimbursed for actual personal expenses incidental to the travel when an itemized statement of travel and expense is submitted to and approved by the Board.
3. Professional Meetings: The Acting Superintendent shall attend appropriate professional meetings and conferences at the local, regional, and state level. The Board shall reimburse the Acting 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.
4. Termination of Employment Agreement:
5. Mutual Agreement: The parties may terminate this Agreement by mutual agreement evidenced in writing by both parties.
6. For Cause: The Parties recognize the authority of the Board to discharge the Acting Superintendent from his position for cause as set forth under state or federal law or other Board policies or regulations.
7. Death: The Acting Superintendent's death shall terminate this Agreement and shall terminate the Acting Superintendent's rights to all salary, compensation, and fringe benefits effective as of the date of such death.

 The parties additionally acknowledge and recognize that the Acting Superintendent is viewed by students, teachers, administrators, and the community as a role model and that as such, the Board expects the Acting Superintendent not to violate any statutory law regarding the use of intoxicating beverages, controlled substances, or any other conviction of a statutory criminal offense with the exception of routine traffic violations. To the extent that the Acting Superintendent is convicted of any such offense under any court in any state of competent jurisdiction, the Board may, by a four-fifths (4/5) vote of its members, discharge the Acting Superintendent from his employment. The Acting Superintendent, by execution of this Agreement, acknowledges and understands that this provision holds him to a stricter standard of conduct than otherwise provided by law.

5. Savings Clause:

If, during the term of this Agreement, a specific clause of the Agreement is determined to be illegal under federal or state law, the remainder of the Agreement not affected by such a ruling, shall remain in force.

WITNESS OUR HANDS the day and date first above written.

BOARD OF EDUCATION OF

THE RUSSELLVILLE, KENTUCKY,

INDEPENDENT SCHOOL DISTRICT

BY:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 James C. Milam Kyle Estes

 Chairman, Board of Education Acting Superintendent