

**PADUCAH INDEPENDENT SCHOOL DISTRICT
PADUCAH, KENTUCKY
CONTRACT EMPLOYING SUPERINTENDENT**

THIS CONTRACTUAL AGREEMENT, made and entered into this 28 day of March, 2014, by and between the **BOARD OF EDUCATION OF THE PADUCAH INDEPENDENT SCHOOL DISTRICT** (hereinafter "Board") and **DONALD I. SHIVELY** (hereinafter "Superintendent") and authorized by action at a lawful meeting of the Board held on March 31, 2014.

WITNESSETH

WHEREAS, the Board, at its special meeting on March 31, 2014, approved a four-year contract with Superintendent; and

WHEREAS, the four-year contract is to take effect July 1, 2014; and

WHEREAS, the Board desires to have a written contract with the Superintendent which confirms the Board's action;

NOW THEREFORE, the Board and Superintendent, for consideration herein specified, agree as follows:

IT IS AGREED:

1. **Term of Employment.** Superintendent is hereby hired and retained for a term commencing on July 1, 2014, through June 30, 2018, as Superintendent of Schools for the Paducah Independent School District, Paducah, Kentucky.
2. **Duties.** The duties and responsibilities of the Superintendent shall be all those duties incident to the Office of Superintendent imposed by the law and regulations of the Commonwealth of Kentucky and in keeping with Board Policy. Other duties and responsibilities as may be needed from time to time may be assigned to the Superintendent by the Board.
3. **Outside Activities.** Superintendent shall devote his time, attention and energy to the business of the School District and shall not engage in any activities inconsistent with his responsibilities as a full-time Superintendent.

The Superintendent and Board recognize the advisability and on occasions the necessity of Superintendent to attend seminars, courses, and programs conducted or sponsored at the local, state or national levels. It is understood and agreed that the Board shall permit a reasonable amount of time for the Superintendent to attend such meetings, for the board to pay for necessary fees and travel and subsistence expenses as may be approved by the Board or as may be set forth in local Board Policy. This provision shall be limited to seminars, courses or programs that would be for the benefit of the Paducah Independent Schools. The Board shall have the ultimate discretion in determining the Superintendent's attendance and the amount of money to defray reasonable and necessary travel and subsistence expenses.

However, if the Superintendent elects to attend any function, meeting, seminar or program wherein he is compensated as a lecturer, consultant or for such attendance, the time

involved with such functions shall not be considered as part of the 240 required working days and the Board shall not pay the Superintendent's expenses involved with such functions.

4. **Compensation.** The salary shall be \$123,000.00 per school year. The salary shall be paid in monthly installments on the same dates 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, on an annual basis, conduct an evaluation of the Superintendent.
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 the Agreement shall consist of 240 working days and 20 non-contract days. If the Superintendent elects to be away from the job for six (6) 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.
 - (b). Non-Contract Days. The Superintendent shall be entitled to twenty (20) non-contract days.
 - (c). Leaves. The Superintendent shall accrue all leave days as authorized by the Board Policy for certified employees.
 - (d). Health and Dental Insurance. The Board shall pay the premium cost for health and dental insurance for the Superintendent and his family.
 - (e). Expenses. The Board shall pay or reimburse Superintendent for reasonable expenses approved by Board and incurred by Superintendent in the continuing performance of his duties under this Agreement, as determined by the Board and according to Board Policy.
 - (f). Professional and Civic Dues. The Board recognizes the mutual benefits 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), and one (1) civic club of the Superintendent's choice.
 - (g). Automobile. The Superintendent shall be provided an automobile approved by the Board for business and personal use. All expenses related to the operation of the automobile shall be borne by the Board.
 - (h). Retirement Benefits. The Superintendent shall have the same retirement benefits as provided to certain certified employees under the Kentucky Teachers Retirement System and as in Board Policy.
 - (i). Nontaxable Fringe Benefit. Should any nontaxable fringe benefit provided to the Superintendent pursuant to this contract become taxable to the Superintendent during the term

of the contract, the Board shall pay additional compensation to the Superintendent at a rate that will maintain the Superintendent's level of contracted compensation.

(j). Residency Requirement. The Superintendent shall be required to reside within the boundaries of the school district. The district shall compensate the Superintendent for reasonable moving expenses incurred in conforming to this residency requirement.

6. **Termination of Employment Agreement.** This Agreement may be terminated as per the Board's Policy and shall also include the following:

- (a) By expiration of its term;
- (b) Mutual agreement of the parties;
- (c) Discharge for cause.

7. **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 set forth in this Agreement and override any general policy which might be in existence for other employees.

8. **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 ruling shall remain in force.

9. **Miscellaneous.**

- (a) This Agreement has been executed in Kentucky and shall be governed in accordance with the laws of the Commonwealth of Kentucky in every respect.
- (b) 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.
- (c) This Agreement shall be executed in duplicate originals.
- (d) 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 such subject matter, whether oral or written.

IN TESTIMONY THEREOF, the Board and Superintendent have caused this Agreement 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.

BOARD OF EDUCATION OF THE PADUCAH
INDEPENDENT SCHOOL DISTRICT

BY



Dr. Carl LeBuhn, Chairperson

ATTEST:



Secretary


Donald I. Shively, Superintendent