Southgate Independent School District
Southgate, Kentucky
Contract Employing Superintendent

This CONTRACTUAL AGREEMENT made and entered into this 14th day of February, 2013 by and between the SOUTHGATE INDEPENDENT SCHOOL BOARD OF EDUCATION (hereinafter the "BOARD"), and JAMES R. PALM (hereinafter "SUPERINTENDENT"), and authorized by action at a lawful meeting of the Board held on the 14th day of February, 2013 and to be acknowledged by the Board at its next regular meeting scheduled for March 14, 2013.

WITNESSETH

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

IT IS AGREED:

1. TERMS OF EMPLOYMENT

   SUPERINTENDENT is hereby hired and retained for a term commencing on July 1, 2013, to June 30, 2017, as Superintendent of Southgate Independent School District, Southgate, Kentucky.

2. DUTIES

   The duties and responsibilities of the SUPERINTENDENT shall be all those duties incident to the Office of the 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 SUPERINTENDENT by the BOARD.

   SUPERINTENDENT specifically acknowledges and agrees that, in addition to the aforementioned duties, SUPERINTENDENT shall also have the duties and responsibilities to work diligently and demonstrate continued progress in the following:

   a. Improvement of student achievement; and

JOP
Jeff Paul (initial only)

James Palm (initial only).

b. Promotion and advancement of positive relations and involvement between the Southgate Independent School District and the City of Southgate and community members.

3. OUTSIDE ACTIVITIES

SUPERINTENDENT shall devote himself exclusively to his duties.

The SUPERINTENDENT and the BOARD recognize the advisability and on occasions the necessity of the SUPERINTENDENT to attend 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, for the BOARD to pay for necessary fees and travel and subsistence expenses as may be pre-approved by the BOARD or stipulated in the annual budget, or 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 Southgate Independent School District. The BOARD shall have the ultimate discretion in determining SUPERINTENDENT'S attendance and the amount of money to defray reasonable and necessary travel and subsistence expenses.

However, if 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 SUPERINTENDENT's expenses involved with such functions.

4. COMPENSATION

The salary paid by the BOARD to SUPERINTENDENT shall be seventy-six thousand two hundred fourteen dollars and 40/100 ($76,214.40) dollars per school year. The salary shall be paid in bi-monthly installments on the same dates as administrators who work twelve (12) months are paid.

The BOARD based upon its evaluation of SUPERINTENDENT, may adjust the salary of 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, 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 salary of SUPERINTENDENT may be increased at the discretion of the BOARD, nevertheless, this provision shall not be construed as an expectation by the SUPERINTENDENT that such increase shall occur. The BOARD shall, at least 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 this agreement, shall consist of 240 working days. If SUPERINTENDENT elects to be away from the job for five (5) or more days consecutively, this shall be subject to BOARD approval. Days not worked by SUPERINTENDENT shall be noted in the minutes of the next regularly-scheduled BOARD meeting after said days are taken.
b. Benefits – SUPERINTENDENT shall be entitled to all benefits applicable to twelve month certified employees.
c. Leaves – In consideration for the reduced salary paid to SUPERINTENDENT, consistent with statutory law, SUPERINTENDENT shall be entitled to ten (10) days of personal leave with pay each school year. SUPERINTENDENT shall be entitled to twelve (12) days of sick leave with pay each school year. On June 30 of each year, personal leave days and sick leave days not used during that current school year shall be transferred and credited to the SUPERINTENDENT'S sick leave account. Consistent with statutory law, SUPERINTENDENT shall be permitted to transfer all sick leave accumulated as of June 30, 2017.

d. Expenses – The BOARD shall pay or reimburse SUPERINTENDENT for reasonable expenses approved by the 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.
e. 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. TERMINATION OF EMPLOYMENT AGREEMENT

This agreement may be terminated as per board policies 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

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

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

8. NON-WAIVER

A party's failure to insist on compliance or enforcement of any provision of this AGREEMENT shall not affect the validity or enforceability or constitute a waiver of future enforcement of that provision, or of any other provision of this AGREEMENT by that party or the other party.

9. SAVING 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.

10. MISCELLANEOUS

This AGREEMENT has been executed in Kentucky, and shall be governed in accordance with the laws of the Commonwealth of Kentucky in every respect.

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

This AGREEMENT shall be executed in duplicate originals.

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 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.

SOUTHGATE INDEPENDENT BOARD OF EDUCATION

BY: _____
JEFF PAUL, CHAIRPERSON

ATTEST:

Diane Hatfield

DIANE HATFIELD, BOARD MEMBER

JAMES R. PALM, SUPERINTENDENT

Jeff Paul (initial only)

James Palm (initial only).