SUPERINTENDENT'S CONTRACT
BETWEEN
SCOTT L. PAUL AND THE
WHITLEY COUNTY BOARD OF EDUCATION

This Contract is made and entered into on this the 14th day of February 2013, by and between the Whitley County Board of Education ("Board") and Scott L. Paul ("Superintendent").

THE BOARD AND SUPERINTENDENT AGREE AS FOLLOWS:

1. **TERM:**

The Superintendent is hereby hired and retained from July 1, 2014 through June 30, 2018 as Superintendent of the Whitley County school system.

2. **PROFESSIONAL CERTIFICATION AND RESPONIBILITIES OF SUPERINTENDENT**

A. **CERTIFICATION:**
The Superintendent shall hold a valid certificate issued by the Kentucky Department of Education that qualifies the Superintendent for the position.

B. **DUTIES:**
The Superintendent shall devote his entire time to the discharge of his duties as set out by the laws of this nation and this Commonwealth, the rules and regulations of the state and local board of education, and that failure to do so will invalidate this contract, except that he may enter into a contract with this Board in accordance with the provisions of KRS 160.440.

C. **OUTSIDE ACTIVITIES:**
The Superintendent shall devote his time, attention and energy exclusively to the business of the school district pursuant to KRS 160.390.

3. **PROFESSIONAL GROWTH OF SUPERINTENDENT:**

The Board encourages the continuing professional growth of the Superintendent through the Superintendent's participation, as he might decide in light of the Superintendent's responsibilities as Superintendent, in:

A. The operations, programs and other activities conducted or sponsored by local, state and national school board and school administrator associations;

B. Seminars and courses offered by public educational institutions; and,

C. 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, including memberships in local civic groups and other boards of directors.

4. **COMPENSATION:**

A. **SALARY:**

The Superintendent shall receive a base annual salary of 1.65 times his then daily rate, plus all accrued annual and experience-based salary raises. The Superintendent thereafter shall receive an increase in his then current total salary (base salary, plus all accrued annual and experience- based salary raises) equal in percentage to that received by all other certified employees on each and every July 1st for each and every year he is employed by the Board as Superintendent. Any increase in salary for the Superintendent during the life of his contract shall not be deemed neither a new contract nor that the termination date of his contract, or any extension thereof, has been extended.

This salary shall be paid to the Superintendent in regular installments, in accordance with the schedule of salary payments in effect for other certified employees.

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

5. **OTHER BENEFITS:**

A. The Superintendent shall be entitled to any and all other legally permissible benefits applicable to certified and twelve (12) month administrative employees as are incident to the employment relationships with the Board.

B. The Board shall pay 100 percent of all reasonable membership charges to any professional associations in which the Superintendent feels it is necessary to maintain and improve his professional skills, as permitted by state law and as first approved by the Board.

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

D. At all times, from July 1, 2010 forward, while this Superintendent serves as Superintendent for this Board, this Board will pay the monthly premiums on a $250,000.00 policy of whole life insurance on the life of the Superintendent.

The Superintendent, in his sole discretion, shall at all times designate the beneficiary(s) of said policy.

E. After completion of the Superintendent's first contract or after four (4) years, whichever comes last, the Board may, no later than June 30, extend the contract of the Superintendent for one (1) additional year beyond the current term of employment pursuant to KRS 160.350(4).

F. The Superintendent shall be furnished, at the expense of the Board, a disability income insurance plan with a monthly benefit of not less than 80% of the Superintendent's gross monthly salary.

G. The Superintendent shall be provided ten (10) annual leave days per fiscal year, to be used at the discretion of the Superintendent. The Superintendent may accumulate without limit all unused annual leave days. Upon retirement, the Superintendent shall be paid for any unused annual leave days at his daily rate of pay at retirement. See also, KRS 161.540(1).

H. The Superintendent shall be entitled to use, accumulate and be paid upon retirement any sick leave benefits allowed by state law and board policies.

I. The Board will provide a current motor vehicle for the exclusive use of the Superintendent to be used during the execution of his duties. This vehicle will not be used, at all, for personal purposes by the Superintendent. The Board retains the discretion to determine the make, model, options and the frequency of trading any such vehicle. Each such vehicle shall be equipped with a board owned two-way radio.

J. The Superintendent shall be provided a board owned cellular phone to use in the execution of his duties.

K. The Board will contribute 5% of the Superintendent's then current total salary to a TSA of the Superintendent's choosing.

L. Pursuant to KRS 160.370, the Board hereby waives the Superintendent's presence at any and all meetings of the Board when the Superintendent's tenure, salary and/or administration of his office is under consideration unless a majority of the Board votes in open session to request the Superintendent to leave the meeting during the consideration of his or her tenure, salary and/or administration of office.

M. The Superintendent's signature is evidence of his formal acceptance of his appointment as Superintendent and his formal acceptance of the term of office.

N. The Superintendent shall be eligible for continuing contract status when he meets all the requirements prescribed in KRS 161.720 to 161.810 for continuing contracts for teachers.

O. Should the Superintendent choose to pay his health insurance premiums personally rather than the Board paying these premiums, the amount of those health insurance premiums shall be added to the salary of the Superintendent as income.

6. **EXPENSES:**

The Board shall reimburse the Superintendent for reasonable expenses approved by the Board and incurred by the Superintendent in the continuing performance of his duties under his employment contract and any extension thereof.

7. **PROFESSIONAL LIABILITY:**

A. The Board 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 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.

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 Board, the Superintendent may engage separate counsel in which event the Board shall be responsible for the costs of his legal defense as permitted by state and federal law, to the extent such separate counsel and litigation expenses are not covered by other insurance. The Board shall not, however, be required to pay any costs of any legal proceeding in the event the Board and the Superintendent have adverse interests in the litigation.

C. Any separate counsel for the Superintendent shall first be sought through any

applicable insurance policies of the Superintendent or the Board.

D. At the sole expense of the Board, the Superintendent will be provided his separate professional liability insurance plan in the amount of $2,000,000.00.

8. **EVALUATION:**

A. The Board shall evaluate and assess in writing the performance of the Superintendent at least once each year during the term of his contract and this evaluation and assessment shall reasonably be related to his duties as Superintendent and the objectives of the Board.

B. The Board shall use the evaluation form attached as Exhibit "A" and shall discuss and approve each evaluation as permitted by prevailing law at the time of each evaluation. The Superintendent shall be given a copy of any final, written evaluation.

9. **TERMINATION OF EMPLOYMENT CONTRACT:**

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 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.

10. **KIND OF CERTIFICATE HELD:**

CERTIFICATES

- Social Studies
- Standard High School Grades 7-12
- Secondary School Principal 9-12
- School Superintendent

11. **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