

PARIS INDEPENDENT SCHOOLS
Paris, Kentucky
CONTRACT EMPLOYING SUPERINTENDENT

This CONTRACT, made and entered into this 22nd day of February, 2023, by and between the BOARD OF EDUCATION OF THE PARIS INDEPENDENT SCHOOLS (hereinafter "BOARD"), and STEPHEN McCAULEY (hereinafter "SUPERINTENDENT"), and authorized by action at a lawful meeting of the BOARD held on the 21st day of February, 2023;

WITNESSETH:

WHEREAS, the BOARD desires to provide the SUPERINTENDENT with this CONTRACT;
and

WHEREAS, the BOARD and the SUPERINTENDENT believe that this CONTRACT is beneficial in describing specifically their relationship and to serve as the basis of effective communication between the parties as the parties fulfill their respective functions in the operation of the Paris Independent Schools.

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

1. **TERM**
In consideration of the SUPERINTENDENT's promises, as set out herein, the BOARD employs and the SUPERINTENDENT accepts the appointment and employment as SUPERINTENDENT of the Paris Independent Schools for a term commencing July 1, 2023, and ending June 30, 2027.

2. **PROFESSIONAL CERTIFICATION, DUTIES AND RESPONSIBILITIES**
 - A. *Certification.* The SUPERINTENDENT shall hold a valid SUPERINTENDENT's certificate in administration and supervision issued by the Education Professional Standards Board during the full term of this CONTRACT including any extensions.

 - B. *Duties and Responsibilities.* The SUPERINTENDENT shall be the executive agent of the BOARD and shall carry out all duties and responsibilities incident to the office of SUPERINTENDENT as assigned by law and such other duties as may be prescribed by the BOARD. Subject to BOARD policies, the SUPERINTENDENT shall supervise the general conduct of the schools, the course of instruction, the discipline of students, and the management of business affairs. The SUPERINTENDENT shall execute the educational policies, orders, directives, and administrative functions of the BOARD, and shall from time to time recommend regulations, policies, and procedures deemed necessary for the well ordering of the school district. The SUPERINTENDENT shall be responsible for the hiring, dismissal, and supervision of all personnel in the district, pursuant to the statutes of the Commonwealth of Kentucky. The SUPERINTENDENT, with the involvement of school-based

decision making councils as called for by law, will undertake all reasonable efforts to employ or appoint from not only legally qualified applicants, but who will most effectively help students of the Paris Independent Schools learn, achieve, and succeed. Members of the BOARD, individually and collectively, shall promptly refer all criticisms, complaints, and suggestions called to their attention to the SUPERINTENDENT for study, appropriate action, or recommendation. The SUPERINTENDENT shall attend all BOARD meetings except when otherwise provided by law both as to serving in the capacity as superintendent. The SUPERINTENDENT shall also attend all BOARD committee meetings, serve as an ex-officio member of all BOARD committees, and provide administrative recommendations on each item of business considered by each committee.

No policy of the BOARD shall diminish the SUPERINTENDENT's legitimate power or authority as prescribed by the applicable laws of the Commonwealth of Kentucky. Moreover, all duties assigned to the SUPERINTENDENT by the BOARD shall be appropriate to and consistent with the professional role and responsibility of the SUPERINTENDENT.

3. **PROFESSIONAL GROWTH AND DEVELOPMENT**

The BOARD encourages the continuing professional growth of the SUPERINTENDENT through:

- A. the operations, programs, and other activities conducted or sponsored by local, state, and national school administrator and school board associations;
- B. seminars and courses offered by public or private educational institutions; and
- C. information meetings with other persons whose particular skills or backgrounds would serve to improve the capacity of the SUPERINTENDENT to perform his professional responsibilities for the Paris Independent Schools.

In its encouragement, the BOARD shall permit a reasonable amount of release time for the SUPERINTENDENT to attend such matters and shall pay for the necessary fees for travel other than by automobile and subsistence expenses, as approved by the BOARD in the annual budget or otherwise by specific BOARD action.

4. **COMPENSATION AND EVALUATION**

The salary for serving as SUPERINTENDENT shall be One Hundred Twenty-Five Thousand Dollars (\$125,000.00) per school year. The salary shall be paid in bi-monthly installments on the same dates administrators who work twelve (12) months are paid.

Thereafter, including the first year of this contract, the annual SUPERINTENDENT salary shall increase each year by the amount equal to the greatest pay increase, if any, approved by the BOARD for certified staff.

The amount of employee Kentucky Teachers' Retirement System (KTRS) contribution shall be remunerated to SUPERINTENDENT (up to \$10,000 per year) and will have the same retirement benefits provided to certified employees under the KTRS and as in BOARD policy.

The BOARD, based upon its evaluation of the SUPERINTENDENT, may adjust the salary of the SUPERINTENDENT during the term of this CONTRACT, 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 CONTRACT shall be in the form of an amendment to this CONTRACT. Any said adjustment shall become part of this CONTRACT, but it shall not be deemed that the BOARD and the SUPERINTENDENT have entered into a new CONTRACT, nor shall it be deemed that the termination date of the existing CONTRACT 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. Nevertheless, and in any event, irrespective of any merit based adjustment in salary during the term of this CONTRACT, the SUPERINTENDENT shall receive an increase each school year of this CONTRACT by an amount at least equal in percentage to be received generally by certified employees on any rank and step of the district salary schedule.

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.

The BOARD shall reimburse the SUPERINTENDENT for any and all costs associated with his work toward attaining a doctorate degree during the length of this agreement.

The BOARD shall evaluate and assess in writing the performance of the SUPERINTENDENT at least once each school year during the term of this CONTRACT. This evaluation and assessment shall be reasonably related to the position description of the SUPERINTENDENT and the goals and objectives of the Paris Independent Schools for the period in question.

5. **WORKING DAYS AND BENEFITS**

A. It is understood and agreed that each school year, from July 1 through June 30, during the term of this CONTRACT, shall consist of two hundred forty (240) working days, leaving twenty (20) non contract days each school year. Prior to the commencement of each school year, the SUPERINTENDENT shall submit to the BOARD a twelve (12) month calendar reflecting intended work and non-work days.

At the conclusion of each school/fiscal year the SUPERINTENDENT shall verify to the BOARD, in writing, having worked two hundred forty (240) days and the actual calendar of days worked.

- B. The SUPERINTENDENT shall be entitled to all of the benefits applicable to twelve (12) month administrative employees as are incident to their employment relationship with the Paris Independent Schools, including, but not limited to, sick leave and other leaves created by statute or BOARD policy, any forms of insurance protection, retirement programs, and any other twelve (12) month administrative employee benefit.
- C. The SUPERINTENDENT, with prior approval from the BOARD, may undertake consultative work, speaking engagements, lecturing, writing, or other professional duties and obligations, which do not impede or conflict with the SUPERINTENDENT's duties and are of short duration.

If the SUPERINTENDENT is compensated for outside activities by any agency other than this BOARD, the time involved for such functions will be considered as non-work days and this BOARD will not pay the SUPERINTENDENT's salary or expenses for the activity.

- D. The BOARD shall pay the SUPERINTENDENT'S membership charges to the following professional associations: the Kentucky Association of School Superintendents (KASS), the Kentucky Association of School Administrators (KASA) and the American Association of School Superintendents (AASA).
- E. The SUPERINTENDENT shall attend all professional training sessions required by law, and other appropriate meetings and conferences at the local, state, and national levels. The BOARD shall reimburse the SUPERINTENDENT for actual expenses incurred while attending these professional activities.
- F. The BOARD shall reimburse the SUPERINTENDENT'S family health and dental plan for the length of this contract (up to \$5,000 per year).

6. **EXPENSES**

The BOARD shall pay or reimburse the SUPERINTENDENT for reasonable expenses approved by the BOARD and incurred by the SUPERINTENDENT in the continuing performance of the SUPERINTENDENT's duties under this CONTRACT according to the policies of the BOARD.

7. **PROFESSIONAL LIABILITY**

The BOARD agrees the SUPERINTENDENT shall be a covered insured, in his official and individual capacity, under any and all liability insurance policies in which the School District is a participant, as to any and all demands, claims, suits, actions, and legal proceedings brought against the SUPERINTENDENT, provided the incident arose while the SUPERINTENDENT was acting within the scope of his employment, and excluding criminal litigation and intentional acts, to the extent liability coverage is within the authority of the BOARD to provide under State and Federal law.

8. **NOTICE**
Any notice or communication permitted or required under this CONTRACT shall be in writing and shall become effective on the day of mailing thereof by first class mail, registered or certified mail, postage prepaid, addressed:

If to the BOARD, address to:
Chairman, Board of Education
Paris Independent Schools
310 West Seventh Street
Paris, KY 40361

If to the SUPERINTENDENT, addressed to the SUPERINTENDENT's current mailing address as reflected in his personnel file, or by such other means as are calculated to ensure timely delivery to and receipt by the SUPERINTENDENT.

9. **TERMINATION**
This CONTRACT may be terminated by:
- A. expiration of its term;
 - B. mutual agreement of the parties;
 - C. resignation or retirement of the SUPERINTENDENT consistent with the limitations imposed by KRS 161.780; or
 - D. discharge for cause pursuant to KRS 160.350 with the opportunity for a due process hearing of the nature provided for in KRS 161.765.

10. **SAVINGS CLAUSE**
If, during the term of this CONTRACT, it is determined that a specific clause of the CONTRACT is illegal under State or Federal law, the remainder of the CONTRACT not affected by such a ruling shall remain in full force and effect.

11. **MISCELLANEOUS**
This CONTRACT 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 shall be any conflict between any such headings and the text of this CONTRACT, the text shall control.

This CONTRACT shall be executed in duplicate originals with one (1) original for the SUPERINTENDENT and the other for the permanent records of the BOARD.

This CONTRACT contains all of the terms agreed upon by the parties with respect to the subject matter of this CONTRACT and supersedes all prior agreements, arrangements, and communications between the parties concerning such subject matter, whether oral or written.

IN WITNESS WHEREOF, the BOARD has caused this CONTRACT to be approved by a duly authorized officer and the SUPERINTENDENT has approved this CONTRACT effective on the day and year specified herein.

