Caverna Independent School System
SUPERINTENDENT'S CONTRACT

This Employment Contract is made and entered into this 1st, day of October, 2014 by and between the Caverna Independent School District (hereinafter "the Board") located in Barren/Hart Counties, Kentucky and Mr. Cornelius Faulkner (hereinafter "the Superintendent"), for the position of Superintendent of Schools.

THE DISTRICT AND SUPERINTENDENT AGREE AS FOLLOWS:

1. TERM OF CONTRACT:

The Caverna Board of Education, in consideration of the promises of the Superintendent stated in this contract, employs said Superintendent, and said Superintendent accepts employment as Superintendent of the Caverna Independent School District for a term of four years commencing October 1, 2014 and ending on June 30, 2018.

This contract requires the services of the Superintendent for two-hundred-forty (240) days per year. The Superintendent shall, upon request, provide the Board with a schedule of actual and proposed workdays for the current contract year

2. PROFESSIONAL CERTIFICATION AND RESPONSIBILITIES OF THE SUPERINTENDENT

A. *Certification:* The Superintendent shall hold a valid certificate issued by the Kentucky Department of Education and which shall qualify him/her for the position of Superintendent of Schools.

B. *Duties:* The Superintendent shall have charge of the administration of the schools under the direction of the Caverna Board of Education. The Superintendent shall be the chief executive officer of the

Board; shall be responsible for implementation of adopted Board policies; shall direct and assign teachers and other employees of the schools under the Superintendent's supervision; shall organize, reorganize and arrange the administrative and supervisory staff, including instruction and business affairs, as best serves the District subject to the approval of the Board; shall from time to time suggest regulations, rules and procedures deemed necessary for the well ordering of the school district, and, in general, perform all duties that are by law incident to the office of the Superintendent and such other duties as may be prescribed by the Board. The Board, individually and collectively, shall promptly refer all criticisms, complaints, and suggestions called to its attention to the Superintendent for study, recommendation, or appropriate action. The Superintendent shall attend all Board meetings and Board committee meetings.

C. *Outside Activities:* The Superintendent shall devote his/her time, attention and energy exclusively to the business of the school district, pursuant to KRS 160.390. The exception for 2014-2015 being the Superintendent will continue being the Head Coach for Girls Basketball for the 2014-2015 school year.

3. <u>PROFESSIONAL GROWTH OF SUPERINTENDENT</u>

The Caverna Independent School District encourages the continuing professional growth of the Superintendent through the Superintendent's participation, as he or she 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 administrator and school board associations;

B. seminars and course offered by public or private educational institutions; and

C. informational meetings with other persons whose particular skills or backgrounds would serve to improve the capacity of the Superintendent to perform his/her professional responsibilities for the District.

In its encouragement, the Caverna Board of Education shall permit a reasonable amount of release time for the Superintendent to attend to such matters and shall pay for the necessary fees for registration, travel and subsistence expenses, as approved by the Caverna Board of Education in the annual school district budget. The Board will pay the dues for the Kentucky Association of School Administrators (KASA) and Kentucky Association of School Superintendents. (KASS)

4. <u>COMPENSATION</u>

Salary: **The Caverna Board of Education shall pay the Superintendent at an annual salary rate of $105,000.00 (One hundred five thousand dollars). This annual salary rate shall be paid to the Superintendent in regular installments in accordance with the schedule of salary payments in effect for other certified employees of the district.**

The Caverna Board of Education and the Superintendent may mutually agree to adjust the salary of the Superintendent during the term of this

contract, but in no event shall the Superintendent be paid less than the salary specified in this contract. The Superintendent shall be allowed to complete the 2014-2015 School Year as Head Coach of the Girl's Basketball Team and will receive compensation in the amount of $8,250.00 (Eight thousand, two hundred fifty dollars) in addition to the annual salary rate for Superintendent.

Any adjustment in salary made during the life of this contract shall be in the form of an amendment and become part of this contract, but it shall not be deemed that the Caverna Board of Education and the Superintendent have entered into a new contract nor that the termination date of the existing contract has been shortened or extended. The Superintendent shall receive the same annual pay increases as all other employees.

5. **BENEFITS**

A. The Superintendent shall be entitled to all the benefits applicable to other twelve month certified and/or administrative employees as are incident to their employment relationship with the Caverna Independent School District, including, but not limited to, leave for jury duty, personal leave, sick leave and benefits, any other forms of insurance protection, retirement program, choice of tax-shelter annuities, and other administrative employee benefits.

6. **EXPENSES:**

The Caverna Board of Education shall pay or reimburse the Superintendent for reasonable expenses approved by the Board and which are incurred by the Superintendent in the continuing performance of his/her duties under

this Employment Agreement.

7. **PROFESSIONAL LIABILITY:**

A. The Caverna Board of Education agrees that it shall defend the Superintendent from any and all demands, claims, suits, actions, and legal proceedings brought against the Superintendent in his/her individual capacity, or in his/her official capacity as agent and employee of the Caverna Independent School District, provided the incident arose while the Superintendent was acting within the scope of his/her employment and excluding criminal litigation, to the extent liability coverage is within the authority of the school board to provide under State 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 Caverna Board of Education, the Superintendent may engage counsel in which event the Caverna Board of Education shall be responsible for the cost of legal defense as permitted by State law. The Caverna Board of Education shall not, however, be required to pay any costs of any legal proceedings in the event the Caverna Board of Education and the Superintendent have adverse interests in the litigation.

8. **TERMINATION OF EMPLOYMENT CONTRACT:**

This employment Contract may be terminated by:

A. Mutual agreement of the parties (Board and Superintendent)

B. Retirement of the Superintendent

C. Disability or Death of the Superintendent

D. Discharge for Cause -- Discharge for cause shall constitute conduct

which is seriously prejudicial to the Caverna Independent School District, including but not limited to neglect of duty or breach of contract. Notice of discharge for cause shall be given in writing and the Superintendent shall be entitled to appear before the Caverna Board of Education to discuss such causes. If the Superintendent chooses to be accompanied by legal counsel at such meeting, he/she shall bear any costs involved. The meeting shall be conducted in closed, executive session. The Superintendent shall be provided a written decision describing the results of the meeting.

Done under our hands, this the day and year appearing by each of our signatures below:

Employer: Caverna Board of Education

DATE: 10/31/14 **BY:** _____
Board Chairperson

Subscribed and sworn to before me by the Caverna Board of Education, acting by and through its duly appointed Chairperson, Sheldon Ballou, this the 31st day of Oct., 2014.

_____
NOTARY PUBLIC ID 474234

My Commission Expires: Sept. 7, 2016

Superintendent

DATE: 10-31-14 **BY:** _____
Superintendent's Signature

Subscribed and sworn to before me by Mr. Cornelius Faulkner this the 31st day of October, 2014.

_____ ID 474234
NOTARY PUBLIC

My Commission Expires: Sept. 7, 2016.