

SUPERINTENDENT'S CONTRACT

DANVILLE INDEPENDENT SCHOOLS

This Agreement is made and entered into effective the 1<sup>st</sup> day of July, 2013. It is hereby agreed by and between the Board of Education of the Danville Independent School District located in Danville in the Commonwealth of Kentucky (hereinafter called the Board or District) and Dr. Carmen Coleman (hereinafter called the Superintendent) that the said Board in accordance with its action as found in the minutes of the meeting on the 29th day of April, 2013, has and does hereby employ Carmen Coleman as Superintendent of Schools for a four (4) year period commencing July 1, 2013, and expiring on June 30, 2017. Both parties agree that Superintendent shall perform the duties of Superintendent in accordance with the common school laws and rules and regulations prescribed in pursuance thereof by the Kentucky State Board of Education and the Kentucky Revised Statutes Chapter 160 and other applicable law.

**WITNESSETH**

The applicable annual salary for the 2013 – 2014 school year shall be \$128,000. The annual salary shall be paid in twenty-four equal installments.

That in each year of this Contract, the salary of the Superintendent shall be determined and set by the Board of Education.

That the District and Superintendent may mutually agree to adjust the salary of the Superintendent during the term of this Contract, but in no event shall she be paid less than the salary indicated for the 2013-2014 school year. Any adjustments in salary made during the life of this Contract shall be in the form of an amendment to this Contract, but it shall not be deemed that the District and Superintendent have entered into a new Contract or that the termination date of the existing Contract has been extended. In addition, beginning July 1, 2014, regardless of whether any merit-based adjustment in salary is made during the term of this agreement, the Superintendent shall receive an increase each year of her term of employment no less than the flat or percentage increase as well as the average of step increases provided to other certified employees of the Danville Independent Schools.

As an additional benefit, the Board shall reimburse, on a monthly basis, Superintendent for (a) the deduction made from her base salary for KTRS contributions and (b) an amount equal to the premium for a standard family health insurance policy for each year that the Superintendent elects not to be covered through the available health insurance plan.

That the Superintendent is contracted to work 240 days per year and is considered a full-time annual employee.

Without limitation, the duties and responsibilities of the Superintendent shall be all those duties incident to the Office of Superintendent imposed by the laws and regulations of the Commonwealth of Kentucky and in keeping with Board policies. The Board may from time-to-time assign additional duties to Superintendent.

District agrees that it shall defend, hold harmless, and indemnify Superintendent from any and all demands, claims, suits, actions and legal proceedings brought against Superintendent in her individual capacity, or in her official capacity as agent and employee of the District, provided the incident arose while said Superintendent was acting within the scope of her employment and excluding criminal litigation and as such liability coverage is within the authority of the Board to provide under state law. In no case, however, will individual board members be considered personally liable for indemnifying said Superintendent against such demands, claims, suits, actions and legal proceedings.

If, in the good faith opinion of the Superintendent, a conflict exists as regards the defense of a claim between the legal position of the Superintendent and the legal position of the said District, the Superintendent may, with the approval of the Board, engage counsel of her own choosing and the District shall indemnify said Superintendent for the costs of her defense as permitted by state law.

District shall not, however, be required to pay any costs of any legal proceedings in the event the District and Superintendent have adverse interests in such legal proceedings.

Included in the duties of the Superintendent is and shall be the requirement of said Superintendent to serve as the Secretary of the Board without additional compensation.

During the term of this Contract the Board shall conduct a formal professional evaluation of the Superintendent no later than August 1<sup>st</sup> of each year; also the Superintendent shall have a comprehensive medical examination not less than annually and shall furnish to the Board a statement certifying as to her physical competency to perform the duties required of the Superintendent; and such written statement shall be furnished to the Chairman of the Board and shall be treated as confidential information by the Board, with the cost of said medical examination and report to be borne by the Danville Independent School District.

That throughout the term of this Contract the Superintendent shall be subject to discharge for good and just causes, provided the Board does not arbitrarily or capriciously call for her dismissal and that the Superintendent shall have the right to service of written charges, notice of hearing and a fair hearing before the Board.

The Board shall pay directly or reimburse the Superintendent for her costs of membership in professional and local organizations as approved in advance by the Board.

The Board shall reimburse the Superintendent for school-related travel when such travel is a required part of her duties as per board policy 03.125.

The Board shall pay directly or reimburse the Superintendent for travel, meals, accommodations and registration fees for relevant state and national conferences as approved by the Board.

As a condition of employment, the Board requires that the Superintendent will reside within the district boundaries of the Danville Independent School District at all times during the term of this Agreement.

Except as provided differently in this Agreement, the Superintendent shall receive the same fringe benefits as are afforded other certified administrative and instructional personnel in the school system.

The Board shall include the Superintendent as a named insured on all policies of liability insurance and errors and omissions insurance offered through the auspices of the Kentucky School Boards Association and carried by the Board, on the same terms and conditions as said insurance applies to members of the Board while serving in office. The premium therefore shall be paid by the Board.

Prior to the effective date of this agreement, the Superintendent shall furnish to the Board a valid and appropriate certificate to act as Superintendent in accordance with the laws of the Commonwealth of Kentucky and as directed by the Board, and comply with KRS 160.350. As a condition of employment the Superintendent, as provided for herein, shall continue to hold her certificate of administration and supervision as required by law in the form of Continuing Certification for Superintendency, and her failure to so hold shall void this agreement. The Superintendent represents and warrants to the Board that there are no pending matters involving her before the Educational Professional Standards Board and, further, that she will inform the Chairperson of the Board in writing within 15 days of the filing of any such matter in the future.

To the extent permissible by KRS 160.350(4) and other applicable law, on or before June 30<sup>th</sup> of each year during the term of this Agreement, the District shall, upon motion and affirmative vote of a majority of the school board, have the right to add an additional year to the then-remaining balance of the term of the Agreement. A written amendment to the Agreement shall be executed by the board chairperson and the superintendent, reflecting the additional year being added to the term of the Agreement and confirming that all other provisions of the Agreement shall remain in full force and effect.

The Board shall pay directly or reimburse the Superintendent for her costs of membership in professional and local organizations as approved in advance by the Board.

The Board shall reimburse the Superintendent for school-related travel when such travel is a required part of her duties as per board policy 03.125.

The Board shall pay directly or reimburse the Superintendent for travel, meals, accommodations and registration fees for relevant state and national conferences as approved by the Board.

As a condition of employment, the Board requires that the Superintendent will reside within the district boundaries of the Danville Independent School District at all times during the term of this Agreement.

Except as provided differently in this Agreement, the Superintendent shall receive the same fringe benefits as are afforded other certified administrative and instructional personnel in the school system.

The Board shall include the Superintendent as a named insured on all policies of liability insurance and errors and omissions insurance offered through the auspices of the Kentucky School Boards Association and carried by the Board, on the same terms and conditions as said insurance applies to members of the Board while serving in office. The premium therefore shall be paid by the Board.

Prior to the effective date of this agreement, the Superintendent shall furnish to the Board a valid and appropriate certificate to act as Superintendent in accordance with the laws of the Commonwealth of Kentucky and as directed by the Board, and comply with KRS 160.350. As a condition of employment the Superintendent, as provided for herein, shall continue to hold her certificate of administration and supervision as required by law in the form of Continuing Certification for Superintendency, and her failure to so hold shall void this agreement. The Superintendent represents and warrants to the Board that there are no pending matters involving her before the Educational Professional Standards Board and, further, that she will inform the Chairperson of the Board in writing within 15 days of the filing of any such matter in the future.

To the extent permissible by KRS 160.350(4) and other applicable law, on or before June 30<sup>th</sup> of each year during the term of this Agreement, the District shall, upon motion and affirmative vote of a majority of the school board, have the right to add an additional year to the then-remaining balance of the term of the Agreement. A written amendment to the Agreement shall be executed by the board chairperson and the superintendent, reflecting the additional year being added to the term of the Agreement and confirming that all other provisions of the Agreement shall remain in full force and effect.