

FAYETTE COUNTY PUBLIC SCHOOLS
Lexington, Kentucky
CONTRACT EMPLOYING SUPERINTENDENT

This CONTRACT, made and entered into this 30th day of July, 2015, by and between the BOARD OF EDUCATION OF FAYETTE COUNTY (hereinafter "BOARD"), and EMMANUEL CAULK, ME.d, J.D. (hereinafter "SUPERINTENDENT"), and authorized by action at a lawful meeting of the BOARD held on the 27th day of June, 2015.

WITNESSETH:

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

IT IS AGREED:

1. **TERM OF EMPLOYMENT**
The SUPERINTENDENT is hereby hired for a term commencing on August 3, 2015, to June 30, 2019, as Superintendent for the Fayette County Public Schools, Lexington, Kentucky. Prior to June 30, 2016, the SUPERINTENDENT shall establish residency in Fayette County, Kentucky, and shall maintain such residence through the duration of the CONTRACT including any renewals or extensions thereof.

2. **CERTIFICATE**
The SUPERINTENDENT shall retain at all times during the term of this CONTRACT, 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 and the Professional Code of Ethics for Kentucky school certified personnel as enacted by the Education Professional Standards Board (16 KAR 1:020).

3. **DUTIES**
The SUPERINTENDENT shall have charge of the administration of the schools under the direction of the BOARD. The SUPERINTENDENT shall be chief executive officer of the BOARD; shall be responsible for implementation of BOARD policies; shall organize, reorganize, and arrange the administrative and supervisory staff, including instruction and business affairs, as best serve the School District; shall from time to time suggest policies 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 from time to time. The

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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 all BOARD committee meetings unless excused for just cause or as otherwise permitted or made necessary as a matter of law.

The SUPERINTENDENT will serve as Secretary of the BOARD pursuant to KRS 160.440, and shall perform the duties of Secretary as set out in the laws of the Commonwealth of Kentucky and in accordance with the rules and regulations of the Kentucky Board of Education and the policies of this BOARD, for the term stated in Section 1 above. Consistent with KRS 160.440, no portion of the compensation stated in this CONTRACT shall be deemed additional compensation for the SUPERINTENDENT's service as Secretary to the BOARD. The SUPERINTENDENT acknowledges the BOARD may remove him from the position of Secretary during the term of CONTRACT with or without cause.

In order to facilitate the SUPERINTENDENT's effective transition into the office of Superintendent, the Board commits during the 2015-16 school year, within existing budget constraints and consistent with applicable procurement requirements, to engage such outside auditors, consultants, diagnosticians, or other similar service providers as are recommended by the SUPERINTENDENT to provide information and data required to facilitate the implementation of the SUPERINTENDENT's transition and entry plan, as presented to the BOARD during a lawfully convened public meeting.

4. **PROFESSIONAL GROWTH OF SUPERINTENDENT**

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 School District.

In its encouragement, the BOARD shall permit a reasonable amount of release time for the SUPERINTENDENT to attend to such matters. Fees for travel and subsistence expenses incurred by the SUPERINTENDENT shall be paid in accordance with the BOARD'S Professional Leave and Travel Policy Handbook.

Annually, the BOARD shall evaluate and assess in writing the performance of the SUPERINTENDENT consistent with the provisions of KRS 156.557 and any implementing regulations relating to the superintendent evaluations in effect for the school year in issue.

Within the framework established by KRS 156.557 and its implementing regulation(s) and with guidance from the Kentucky Department of Education, the evaluation and assessment instrument utilized by the BOARD for the evaluation of the SUPERINTENDENT shall be reasonably related to the position description of SUPERINTENDENT and the goals and objectives of the School District for the period in question. The BOARD, after consultation with the SUPERINTENDENT, shall adopt an evaluation format and assessment instrument, with such approval by the Kentucky Department of Education as may be required by law or regulation.

In order to develop and foster a positive and effective working relationship between the SUPERINTENDENT and the BOARD, the BOARD commits to schedule and conduct, within the parameters of the Kentucky Open Meetings Act, two (2) retreats per school year during which the discussion agenda will include the establishment of working norms, protocols, and expectations; and the establishment and review of district priorities and annual goals.

5. **COMPENSATION**

The salary for serving as SUPERINTENDENT shall be not less than Two Hundred Forty Thousand Dollars (\$240,000) per school year with the first year salary of the term of this Contract pro-rated for eleven (11) months. The salary shall be paid in equal and regular monthly installments on the same dates administrators who work twelve (12) months are paid.

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 the salary during the term of this CONTRACT, the SUPERINTENDENT shall receive an increase each year of this

CONTRACT commencing as of July 1, 2016, no less than the flat or percentage increase as well as the average of step increases provided to other certified employees of the Fayette County Public Schools.

6. **WORKING DAYS AND BENEFITS**

- A. The SUPERINTENDENT shall be a twelve (12) month certified employee and shall work the days required in the pertinent Board approved/adopted school year calendar. If the SUPERINTENDENT elects to be away from the job for ten (10) or more working days consecutively, this shall be subject to BOARD approval.
- 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 Fayette County Public Schools, including, but not limited to, emergency leave, leave for jury duty, personal leave, and sick leave.
- C. The SUPERINTENDENT shall be entitled to the same health and dental insurance benefits as are available to all other twelve (12) month administrative employees.
- D. The BOARD shall pay the aggregate yearly premium costs for disability insurance, major illness/long term care insurance, personal life insurance, and life insurance on immediate family members in a total fiscal year sum during the term of this CONTRACT not to exceed Six Thousand Dollars (\$6,000).
- E. The SUPERINTENDENT shall be eligible to elect an optional payroll deduction to participate in a Board approved Tax Sheltered Annuity program, including the Kentucky Deferred Compensation Program under Section 457 of the Internal Revenue Code, as provided for certified employees by Board Policy 03.1211.
- F. The BOARD recognizes the mutual benefits derived by the SUPERINTENDENT and the BOARD of the SUPERINTENDENT's membership in certain professional organizations. The BOARD shall pay per fiscal year for professional membership dues for the SUPERINTENDENT in the following: 1) KASA (to include cost of liability insurance); 2) KASS; and up to three (3) additional professional organizations for educators or school administrators as selected by the SUPERINTENDENT.
- G. The BOARD shall pay or reimburse the SUPERINTENDENT for reasonable expenses incurred in the performance of the duties of the SUPERINTENDENT, including professional out-

of-state travel in an amount not to exceed the amount actually incurred consistent with BOARD policy.

H. In lieu of purchasing or leasing a vehicle for use by the SUPERINTENDENT, for in-state travel incurred in connection with the performance of the duties as SUPERINTENDENT during the term of this CONTRACT, the SUPERINTENDENT may elect to either 1) receive an automobile allowance of Seven Hundred Fifty Dollars (\$750) per month added to the base salary stated in Section 5 above; or 2) document mileage and other travel expenses and seek reimbursement from the BOARD under Board Policy 03.125. The choice by the SUPERINTENDENT between receiving an automobile allowance and seeking reimbursement of expenses from the BOARD shall be made annually, and shall be conveyed by the SUPERINTENDENT to the finance office during the first twenty (20) days of each school fiscal year, except that during the 2015-16 school year, the decision shall be made no later than August 24, 2015. The automobile allowance will be adjusted upward each fiscal year of this CONTRACT beginning July 1, 2016, by the same percentage increase, if any, in the single salary schedule for certified employees.

I. The SUPERINTENDENT shall be entitled to paid vacation days consistent with Board Policy 03.122 for twelve (12) month employees, including all aspects of the Policy concerning accumulation and carry over of days into the next school fiscal year. All vacation leave time that is not utilized during the term of this CONTRACT shall be paid out as applicable to all twelve (12) month administrative employees at the end of their employment relationship with the Fayette County Public Schools.

A written request for the use of ten (10) or more working days consecutively as vacation shall be timely presented to the BOARD for approval, which approval shall not unreasonably be withheld.

J. The SUPERINTENDENT shall be provided a Board owned cellular telephone or like kind of telecommunications device with BOARD contracted and paid for service to use in the execution of his duties.

K. The BOARD shall reimburse the SUPERINTENDENT for actual expenses incurred in moving his family, furniture, household goods, and related personal belongings from Portland, Maine, to Fayette County, Kentucky. The amount of reimbursement shall not exceed \$7,500. In the event the SUPERINTENDENT fails to serve the full term stated in Section 1 above, the SUPERINTENDENT agrees to

reimburse the BOARD for moving expenses with the amount of the reimbursement to be prorated based upon the percentage of the initial term which remains at the time of his resignation.

7. **OUTSIDE EXPENSES**

The SUPERINTENDENT may, with the express consent of the BOARD, serve as a consultant to other districts or educational agencies, or engage in writing and speaking activities, so long as such activities do not interfere with the SUPERINTENDENT's duties to this School District and are of short duration.

If the SUPERINTENDENT is compensated for outside activities by an agency other than this BOARD, the time involved for such functions will be considered as his leave, or leave without pay if he does not then have leave time available, and this BOARD will not pay the SUPERINTENDENT's salary or expenses for the activity.

8. **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 or insurance trust programs 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.

9. **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:
Chairperson, Board of Education
Fayette County Public Schools
1126 Russell Cave Road
Lexington, Kentucky 40505

If to the SUPERINTENDENT, address to the most recent home address in his personnel file, or to the address for the BOARD stated above, whichever is reasonably calculated to ensure timely receipt by the SUPERINTENDENT.

10. **TERMINATION OF EMPLOYMENT CONTRACT**

This CONTRACT may be terminated as per the Board's policy and under State statutory law and pertinent case decisions and shall also include the following:

- a. By expiration of its term;
- b. Mutual agreement of the parties;
- c. Discharge for cause.

The BOARD recognizes the SUPERINTENDENT may be subpoenaed and/or requested by legal counsel for the BOARD to participate in School District related administrative or judicial proceedings following the termination of this CONTRACT. In such event, the SUPERINTENDENT shall be reimbursed on a per diem basis prorated by the half hour, calculated upon the salary received in the final fiscal year of this CONTRACT.

11. **SAVINGS CLAUSE**

If, during the term of this CONTRACT, it is found that a specific clause of the CONTRACT is illegal under federal or state law, the remainder of the CONTRACT not affected by such a ruling shall remain in force.

12. **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.

Section and 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.

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.

Caulk Initials 

Chairperson Initials 

IN TESTIMONY THEREOF, the BOARD and the SUPERINTENDENT have caused this CONTRACT 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.

BOARD OF EDUCATION OF FAYETTE COUNTY

BY: John D. Price
CHAIRPERSON

ATTEST:

Maureen O'Leary
SECRETARY

COMMONWEALTH OF KENTUCKY)
COUNTY OF Fayette) Sct.

Subscribed and sworn to before me by John Price, Chairperson, Board of Education of Fayette County, on this the 3rd day of August, 2015.

My Commission expires: January 15, 2019.

Jessica Emery
NOTARY PUBLIC

SUPERINTENDENT
Emmanuel Caulk
EMMANUEL CAULK

COMMONWEALTH OF KENTUCKY)
COUNTY OF Fayette) Sct.

Subscribed and sworn to before me by Emmanuel Caulk on this the 3rd day of August, 2015.

My Commission expires: January 15, 2019.

Jessica Emery
NOTARY PUBLIC