

**SUPERINTENDENT CONTRACT
NICHOLAS COUNTY SCHOOLS
COMMONWEALTH OF KENTUCKY
CARLISLE, KENTUCKY**

This Agreement is made and entered into this the 3rd day of June, 2026. It is hereby agreed by and between the Nicholas County Board of Education located in Carlisle in the Commonwealth of Kentucky, (hereinafter called the Board) and John Derek Faulconer, Ed. D. (hereinafter called the Superintendent) that the said Board in accordance with its action as found in the minutes of the meeting on the 3rd day of June, 2026, has and does hereby employ the said John Derek Faulconer, as Superintendent of Schools for a four (4) year period commencing July 1, 2026, and expiring on June 30, 2030. Upon expiration of the initial term, this Agreement shall automatically renew for a successive one-year period, unless either party provides written notice of non-renewal at least ninety (90) days prior to the end of the current term. Both parties agree that said 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 term of this contract shall be as indicated in the table below. The annual salary shall be paid in twenty-four equal installments.

July 1, 2026 through June 30, 2027	\$ 135,000.00
July 1, 2027 through June 30, 2028	\$ 135,000.00
July 1, 2028 through June 30, 2029	\$ 135,000.00
July 1, 2029 through June 30, 2030	\$ 135,000.00

That the Superintendent is contracted to work 240 days per year and is considered a full-time annual employee. The Superintendent shall have holidays and other days off throughout the school

year provided for other twelve month certified employees. The Superintendent shall accrue all leave days as authorized by Board policy for certified employees.

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 his individual capacity, or in his official capacity as agent and employee of the District, provided the incident arose while said Superintendent was acting within the scope of his employment and excluding criminal litigation and as such liability coverage is within the authority of the Board to provide under state law. Except that, in no case, 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 his own choosing and the District shall indemnify said Superintendent for the costs of his defense as permitted by law, except in the event of malfeasance of duty.

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.

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 his 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 his costs of membership in professional organizations, in an amount not to exceed the sum of \$2,500.00, provided such

expenditures have been approved by the Board. The Board shall pay directly or reimburse the Superintendent for travel, meals, accommodations and registration fees for relevant state and national conferences per policy of Nicholas County Board of Education.

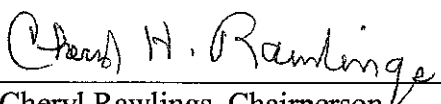
The Superintendent shall receive any across the board pay raises as are afforded other certified administrative and instructional personnel in the school system. Superintendent shall assume responsibility for procurement/payment of his health insurance.

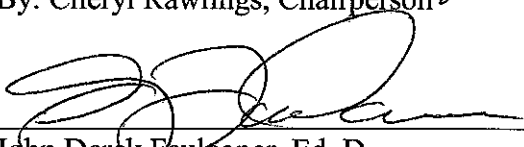
The Board shall include the Superintendent as a named insured on all policies of liability insurance and errors and omissions insurance offered through the auspices of the Board Insurance Carrier and carried by the Board, on the same terms and conditions as said insurance applies to members of the Board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

As a condition of employment, the Superintendent, as provided for herein, shall continue to hold his certificate of administration and supervision as required by law in the form of Continuing Certification for Superintendency; failure to so hold shall void this agreement.

Understood, agree to and entered into by the undersigned Superintendent, individually and the Board by resolution of the Board at a duly called and held meeting where a quorum was present, this day and year first above written.

NICHOLAS COUNTY BOARD OF EDUCATION


By: Cheryl Rawlings, Chairperson


John Derek Faulconer, Ed. D.
Superintendent

Note: One copy of this Contract shall be filed with the Office of District Support Services, Kentucky Department of Education
One copy shall be retained for the Secretary's personnel file