CUMBERLAND COUNTY SCHOOLS

Burkesville, Kentucky

CONTRACT EMPLOYING SUPERINTENDENT

This CONTRACTUAL AGREEMENT, Made and entered into this day of June 2014, by and between the BOARD OF EDUCATION OF CUMBERLAND COUNTY (hereinafter the "BOARD"), Kirb Biggerstaff (hereinafter "SUPERINTENDENT"), and authorized by action at a lawful meeting of the BOARD held on the _ day of June __, 2014.

WITNESSETH:

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

IT IS AGREED:

1. TERM OF EMPLOYMENT

SUPERINTENDENT is hereby hired and retained for a term commencing on July 1st, 2014 through June 30, 2018, as Superintendent of Schools for Cumberland County.

2. DUTIES

The duties and responsibilities of the Superintendent shall be all those duties incident to the Office of Superintendent imposed by law and regulations of the Commonwealth of Kentucky and in keeping with Board policy. Other duties and responsibilities as may be needed from time to time may be assigned to SUPERINTENDENT by the BOARD.

3. **OUTSIDE ACTIVITIES**

The SUPERINTENDENT shall devote himself exclusively to his duties. The SUPERINTENDENT and BOARD recognize the advisability, and on occasions the

er, if the SUPERINTENDENT elects to attend any function, meeting,
r, or program wherein he is compensated as a lecturer, consultant, or for
tendance, the time involved with such functions shall not be considered as
the SUPERINTENDENT'S required working days and the BOARD shall
the SUPERINTENDENT's expenses involved with such functions.

ENSATION LEG D.J. TR DRA

ary shall be ~~$87,338.25~~ 90004.37 per school year. The salary is determined by an
ental multiplier of ~~1.71~~ 1.7622 times the salary paid for the applicable rank
number of years experience. This calculation will be made each year there
nge in the salary schedule.

ARD, based upon its evaluation of the SUPERINTENDENT, may adjust the
f the SUPERINTENDENT during the term of this AGREEMENT, provided

DENT to attend seminars, courses, or programs
local, state, national levels. It is understood and
rmit a reasonable amount for the
such meetings, for the BOARD to pay for necessary
enses as may be approved by the BOARD or
, or as may be set forth in local Board policy. This
minars, courses, or programs that would benefit of
ls. The BOARD shall have ultimate discretion in
DENT's attendance and the amount of money to
y travel and subsistence expenses.

DENT elects to attend any function, meeting, SUPERINTENDENT during the term of this AGREEMENT, provided

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provision shall be limited to se
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that in no event shall the SUPERINTENDENT be paid less than the salary specified above. Any such adjustments of salary made during the term of this AGREEMENT shall be in the form of an amendment to this AGREEMENT. Any said adjustment shall become part of this AGREEMENT, but shall not be deemed that the BOARD and SUPERINTENDENT have entered into a new AGREEMENT, nor shall it be deemed that the termination date of the existing AGREEMENT has been extended. Although the SUPERINTENDENT's salary may be increased at the discretion of the BOARD, nevertheless, this provision shall not be constructed as an expectation by the SUPERINTENDENT that any such increase will occur. The BOARD shall, at least on an annual basis, conduct an evaluation of the SUPERINTENDENT.

5. WORKING DAYS AND BENEFITS

a. Working Days ----- It is understood and agreed that each school year, from July 1 through June 30 during the term of this AGREEMENT, shall consist of 240 working days. If the SUPERINTENDENT elects to be away from the job for more than five (5) consecutive days, this shall be subjected to BOARD approval. Days not worked by the SUPERINTENDENT shall be noted in the minutes of the regularly-scheduled Board meeting after said days are taken.

b. The superintendent shall be entitled to all benefits applicable to twelve month certified employees.

c. Leaves -------- The SUPERINTENDENT shall accrue leave days as authorized by Board Policy for certified employees.

d. <u>Expenses</u> -------- **The BOARD shall pay or reimburse SUPERINTENDENT for reasonable expenses approved by the BOARD and incurred by SUPERINTENDENT** in the continuing performance of his duties under this AGREEMENT, as determined by the BOARD and according to the Board Policy.

e. <u>**Professional and Civic Dues**</u> --------- **The BOARD recognizes the mutual benefits derived by the SUPERINTENDENT and the BOARD of the SUPERINTENDENT's** membership in certain professional and civic organizations. The BOARD agrees to pay dues for the Kentucky Association of School Superintendent (KASS), the Kentucky Association of School Administrators (KASA), and one civic club of the SUPERINTENDENT's choice.

f. <u>**Technology**</u> --------- **The SUPERINTENDENT** shall be provided with personal computer, and cellular device, for business use while performing the duties of the office while at home or traveling.

g. <u>**Retirement Benefits**</u> --------- **The SUPERINTENDENT** shall have the same retirement benefits as provided certified employees under the Kentucky Teachers Retirement System and as in Board Policy.

h. **The BOARD shall,** by direct payment or reimbursement, provide family health insurance for the SUPERINTENDENT from the insurance options available to the employees of the District.

6. **TERMINATION OF EMPLOYMENT AGREEMENT**

This AGREEMENT may be terminated as per the Board's Policy and shall include the following:

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

7. **BOARD POLICY**

The SUPERINTENDENT's duties and obligations are governed by Board policy, unless otherwise specifically modified hereinabove.

All benefits of the SUPERINTENDENT are specifically spelled out in this AGREEMENT and override any general policy which might be in existence for other employees.

8. **SAVINGS CLAUSE**

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

9. **MISCELLANEOUS**

This AGREEMENT 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 agreement, the text shall control.

This AGREEMENT shall be executed in duplicate originals.

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

In TESTIMONY THEREOF, the BOARD AND SUPERINTENDENT have caused this AGREEMENT to be executed in the respective names, and in the case of the BOARD, by its Chairperson, on the day and year first above written.

BOARD OF EDUCATION OF CUMBERLAND COUNTY

BY: Lovell Grider

CHAIRPERSON

ATTEST:

Deborah Carter

SECRETARY

Kirk Bigelow

SUPERINTENDENT

COMMONWEALTH OF KENTUCKY

COUNTY OF CUMBERLAND

Subscribed and sworn to before me by Lovell Grider

Chairman, Cumberland County Board of Education, and Kirk Biggerstaff

on this 18 day of June, 2014.

My commission expires: July 26, 2016

Kathryn May Roach King

NOTARY PUBLIC #468414