TRIMBLE COUNTY PUBLIC SCHOOLS
Bedford, Kentucky
CONTRACT EMPLOYING SUPERINTENDENT

This CONTRACT, made and entered into this ___ day of July, 2015, by and between the BOARD OF EDUCATION OF TRIMBLE COUNTY (hereinafter the "BOARD") and STEVE MIRACLE (hereinafter the "SUPERINTENDENT"), and authorized by action at a lawful meeting of the BOARD held Thursday, July 30, 2015.

WHEREAS, the BOARD desires to provide the SUPERINTENDENT with the CONTRACT in order to enhance administrative stability and continuity within the Trimble County Public Schools, which the BOARD believes improves the quality of its overall education program; and

WHEREAS, the BOARD and the SUPERINTENDENT believe that the CONTRACT is beneficial in describing specifically their relationship and to serve as the basis of effective communication between the parties as the parties fulfill their respective functions in the operation of the Trimble County Public Schools;

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

1. TERM

In consideration of the SUPERINTENDENT's promises, as set out herein, the BOARD employs and the SUPERINTENDENT accepts employment as SUPERINTENDENT of the Trimble County Public Schools for a term commencing Friday, July 31, 2015, and ending June 30, 2019.

2. PROFESSIONAL CERTIFICATION, DUTIES AND RESPONSIBILITIES

A. Certification. The SUPERINTENDENT shall hold a valid SUPERINTENDENT's certificate in administration and supervision issued by the Education Professional Standards Board.

B. Duties and Responsibilities. The SUPERINTENDENT shall be the executive agent of the BOARD and shall carry out all duties and responsibilities incident to the office of SUPERINTENDENT as assigned by law and such other duties as may be prescribed by the BOARD. The SUPERINTENDENT shall act as secretary of the BOARD without additional compensation or salary. Subject to BOARD policies, the SUPERINTENDENT shall supervise the general conduct of the schools, the course of instruction, the discipline of students, and the management of business affairs.

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The SUPERINTENDENT shall execute the educational policies, orders, directives, and administrative functions of the BOARD, and shall from time to time recommend regulations, policies, and procedures deemed necessary for the well ordering of the school district. The SUPERINTENDENT shall be responsible for the hiring, dismissal, and supervision of all personnel in the district, pursuant to the statutes of the Commonwealth of Kentucky. Members of the BOARD, individually and collectively, shall promptly refer all criticisms, complaints, and suggestions called to their attention to the SUPERINTENDENT for study, appropriate action, or recommendation. The SUPERINTENDENT shall attend all BOARD meetings except when otherwise provided by law both as to serving in the capacity as superintendent or as secretary. The SUPERINTENDENT shall also attend all BOARD committee meetings, serve as an ex-officio member of all BOARD committees, and provide administrative recommendations on each item of business considered by each committee. No policy of the BOARD shall diminish the SUPERINTENDENT's legitimate power or authority as prescribed by the applicable laws of the Commonwealth of Kentucky. Moreover, all duties assigned to the SUPERINTENDENT by the BOARD shall be appropriate to and consistent with the professional role and responsibility of the SUPERINTENDENT.

3. PROFESSIONAL GROWTH AND DEVELOPMENT

The BOARD encourages the continuing professional growth and development 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 Trimble County Public Schools. In its encouragement, the BOARD shall permit a reasonable amount of release time for the SUPERINTENDENT to attend such matters and shall pay for the necessary fees for travel other than by automobile and subsistence expenses, as approved by the BOARD in the annual budget or otherwise by specific BOARD action.

4. COMPENSATION AND EVALUATION

The salary for serving as SUPERINTENDENT shall be One Hundred and Five Thousand Dollars ($105,000) per school year, with the salary for the 2015-16 school year pro-rated for eleven (11) months. The salary will be paid in bi-monthly installments on the same dates administrators who work twelve (12) months are paid.

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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 school year of this CONTRACT by an amount at least equal to the greatest percentage increase received by any certified employee on any one rank and step of the district salary schedule.

The BOARD shall evaluate and assess in writing the performance of the SUPERINTENDENT at least once each school year during the term of this CONTRACT. This evaluation and assessment shall be reasonably related to the position description of the SUPERINTENDENT and the goals and objectives of the Trimble County Public Schools for the period in question. 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.

5. WORKING DAYS AND BENEFITS

A. It is understood and agreed that each school year, specifically from July 1 through June 30 during the remaining years of the CONTRACT, shall consist of 240 working days leaving twenty (20) noncontract days each school year, with the number of work days during the 2015-16 school year pro-rated for eleven (11) months. If the SUPERINTENDENT elects to be away from the job for five (5) or more working days consecutively or for more than ten (10) working days in any school month, this shall be subject to prior BOARD approval.

B. The SUPERINTENDENT shall be entitled to all the benefits applicable to twelve (12) month administrative employees as are incident to their employment relationship with the Trimble County Public Schools, including, but not limited to, sick leave and other leaves created by statute or BOARD policy, any forms of insurance protection, retirement programs, and any other twelve (12) month administrative employee benefit.

C. The SUPERINTENDENT shall receive twenty (20) days of annual leave, with pay, which shall be exclusive of legal holidays and other days not considered workdays pursuant to the school calendar adopted by the BOARD. Days of annual leave not taken by the

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SUPERINTENDENT shall accrue, up to a maximum of sixty (60) days, and the SUPERINTENDENT shall be compensated for all days accrued at the time of retirement, separation, or termination of employment as SUPERINTENDENT.

D. The SUPERINTENDENT may select an insurance plan from among those offered within the Kentucky Employee Health Plan. Each school fiscal year, in addition to the base salary stated in Paragraph 4 above, the SUPERINTENDENT shall be paid, as regular compensation, an additional amount equal to the monthly employee premium for such insurance plan selected by the SUPERINTENDENT, in the aggregate of not more $7,000.00 per fiscal year, during the term of this CONTRACT.

E. The BOARD shall pay the SUPERINTENDENT's membership charges to the following professional associations: the Kentucky Association of School Superintendents, the Kentucky Association of School Administrators, and the American Association of School Administrators, and other civic or educational organization memberships as will benefit the district and as have been approved by the BOARD during a lawfully convened meeting of the BOARD.

6. EXPENSES

The BOARD shall pay or reimburse the SUPERINTENDENT for reasonable expenses approved by the BOARD and incurred by the SUPERINTENDENT in the continuing performance of the SUPERINTENDENT's duties under this CONTRACT. Travel expenses shall be reimbursed at the State approved rate per mile, with a monthly summary of the travel submitted by the SUPERINTENDENT, and approved by the BOARD at a lawfully convened meeting of the BOARD. The BOARD will reimburse the SUPERINTENDENT up to One Hundred Dollars ($100) per month for a data and mobile phone service plan utilized by the SUPERINTENDENT in the performance of his duties.

7. 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.

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8. 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
Trimble County Public Schools
P.O. Box 275
Bedford, Kentucky 40006

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.

9. 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. Retirement of the SUPERINTENDENT; or
c. Discharge for legal cause pursuant to KRS 160.350.

10. 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.

11. 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.

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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.

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 TRIMBLE COUNTY

BY: _____
CHAIRPERSON

ATTEST:

_____
SECRETARY

COMMONWEALTH OF KENTUCKY)
) Sct.
COUNTY OF Trimble)

Subscribed and sworn to before me by Tony C. Walker, Chairperson, Board of Education of Trimble County, on this the 30 day of July, 2015.

My Commission expires: August 9, 2017.

Tina Browning
NOTARY PUBLIC

TINA BROWNING NOTARY PUBLIC KY. STATE AT LARGE

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SUPERINTENDENT

Steve Miracle
STEVE MIRACLE

COMMONWEALTH OF KENTUCKY)
) Sct.
COUNTY OF Trimble)

Subscribed and sworn to before me by Steve Miracle on this the 30 day of July, 2015.

My Commission expires: August 9, 2017.

Tina Browning
NOTARY PUBLIC

TINA BROWNING NOTARY PUBLIC KY. STATE AT LARGE

Steven (Steve) B. Miracle

Steve Miracle currently serves as the principal of Hebron Middle School in Bullitt County and has served in that position since 2010. Prior to, he served as the assistant principal of Shelby West Middle School in Shelby County from 2004 – 2010. Mr. Miracle was a social studies teacher at Shelby West Middle School from 2001-2004 and prior to that he taught at the Tri-County Education Center (Carroll County Alternative School) from 1998 – 2001, serving the counties of Carroll, Trimble, and Owen.

Degrees:

BA, Kentucky State University, 1995

MA, University of Louisville, 2004

Rank I, University of Louisville, 2009

DPP, Superintendent Certification, University of the Cumberlands, 2013