

FAYETTE COUNTY PUBLIC SCHOOLS
Lexington, Kentucky
CONTRACT RENEWING EMPLOYMENT OF SUPERINTENDENT

This CONTRACT is made and entered into this 27th day of January 2025, by and between the BOARD OF EDUCATION OF FAYETTE COUNTY ("BOARD") and DR. DEMETRUS LIGGINS, PH.D. ("SUPERINTENDENT"), and authorized by action at a lawful meeting of the BOARD held on the 27th day of January 2025.

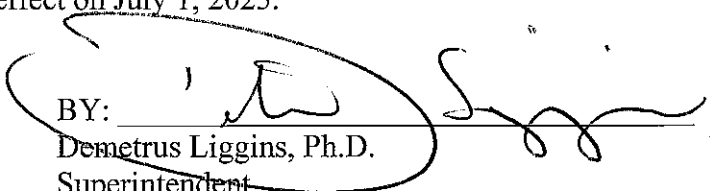
WITNESSETH:

Pursuant to KRS 160.350 and Board Policy 02.1311, the BOARD and the SUPERINTENDENT, for the consideration specified below as well as in the terms and conditions attached and incorporated by reference through Exhibit A as specified below, agree as follows:

1. The BOARD renews the SUPERINTENDENT's employment as Superintendent for Fayette County Public Schools, Lexington, Kentucky, for a second term of employment commencing July 1, 2025 and continuing through June 30, 2029.

2. All other terms and conditions of the SUPERINTENDENT'S contract for this second term of employment shall be the same as those stated in the Contract Employing Superintendent approved by the BOARD on June 17, 2021, as amended by the BOARD on April 11, 2024, all of which are collectively adopted and incorporated here by reference and attached as Exhibit A.

3. The terms and conditions in this Contract Renewing Employment of Superintendent shall take full force and effect on July 1, 2025.

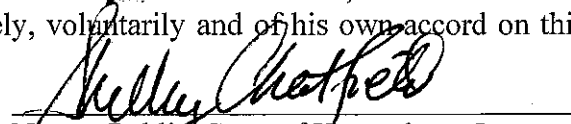
BY: 
Demetrus Liggins, Ph.D.
Superintendent

FAYETTE COUNTY BOARD OF EDUCATION

BY: 
Tyler Murphy, Chair
Fayette County Board of Education

ACKNOWLEDGEMENT


This will certify that there personally appeared before me Tyler Murphy, Chair of the Fayette County Board of Education, who in my presence placed his signature to this **CONTRACT RENEWING EMPLOYMENT OF SUPERINTENDENT**, and in so doing acknowledged that he executed this document freely, voluntarily and of his own accord on this 29th day of January 2025.



Notary Public, State of Kentucky at Large
My Commission Expires: 7.5.27

ACKNOWLEDGEMENT

This will certify that there personally appeared before me Demetrus Liggins, Ph.D., Superintendent of the Fayette County Board of Education, who in my presence placed his signature to this **CONTRACT RENEWING EMPLOYMENT OF SUPERINTENDENT**, and in so doing acknowledged that he executed this document freely, voluntarily and of his own accord on this 29th day of January 2025.



Notary Public, State of Kentucky at Large
My Commission Expires: 7.5.27

FAYETTE COUNTY PUBLIC SCHOOLS
Lexington, Kentucky
CONTRACT EMPLOYING SUPERINTENDENT

THIS CONTRACT is made and entered into between the BOARD OF EDUCATION OF FAYETTE COUNTY ("BOARD") and Demetrus Liggins, Ph.D. ("SUPERINTENDENT"), as of the date fully executed by both parties where noted below, and as authorized by action at a lawful meeting of the BOARD held on the 17th day of June 2021.

WITNESSETH:

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

1. TERM OF EMPLOYMENT

The SUPERINTENDENT is hired for a term commencing on July 26, 2021 and continuing through June 30, 2025, as Superintendent for the Fayette County Public Schools, Lexington, Kentucky. During the term of this CONTRACT the SUPERINTENDENT shall establish residency in Fayette County, Kentucky.

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 further shall comply with KRS 160.350 and the Professional Code of Ethics for Kentucky school certified personnel as enacted by the Education Professional Standards Board. The SUPERINTENDENT shall timely provide the BOARD with a copy of the certificate required by this Section 2, and shall promptly inform the BOARD if any investigation or action is initiated against that certificate.

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 and obligations 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, including but not limited to those established by BOARD Policies and Procedures, BOARD-approved job descriptions, and applicable law, all as may be amended from time to time. The BOARD, individually and collectively, will refer 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 cannot be reassigned from the position of SUPERINTENDENT to another position without the SUPERINTENDENT's express written consent. However, the BOARD may terminate the SUPERINTENDENT's employment pursuant to Section 10 of this CONTRACT.

Superintendent Initials



Chairperson Initials



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, as may be amended from time to time, 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 this CONTRACT without cause.

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. Informational 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, and shall pay for the necessary fees for travel and subsistence expenses, as approved by the BOARD in the annual budget or otherwise by specific BOARD Policy or action. The BOARD may elect to require that professional development events be subject to prior approval of the BOARD or its designee, which approval will not be unreasonably withheld.

5. COMPENSATION

The salary for serving as SUPERINTENDENT shall be not less than Two Hundred Seventy Five Thousand Dollars (\$275,000) per school year. The salary shall be paid consistent with BOARD policies on the same dates as 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 salary during the term of this CONTRACT, the SUPERINTENDENT shall receive an increase each year of this CONTRACT, beginning with the second year of the term of this CONTRACT, by an amount equal to the greatest percentage pay increase, if any, approved by the BOARD for the year in question for certified classroom teachers in Fayette County Public Schools with equal years of experience as a certified employee.

Superintendent Initials



Chairperson Initials



The BOARD shall evaluate and assess in writing the performance of the SUPERINTENDENT consistent with the present provisions of KRS 156.557 and any future amendment relating to the evaluation of a superintendent during the term of this CONTRACT. This evaluation and assessment shall comply with Board Policies and Procedures as may be amended from time to time, and shall be reasonably related to the position description of SUPERINTENDENT and the goals and objectives of the School District for the period in question. No later than August 6, 2021 of the first year of this CONTRACT, and no later than July 31 of each year of this CONTRACT thereafter, the BOARD shall meet and discuss the evaluation format with the SUPERINTENDENT, attempting in good faith to agree on the development and adoption of a mutually agreeable evaluation format; provided, however, that the BOARD, with approval of the Kentucky Department of Education as may be required, shall have final and controlling authority in approval of the evaluation format. The BOARD and the SUPERINTENDENT shall meet in closed executive session for the purpose of evaluation of the performance of the SUPERINTENDENT, prior to any public disclosure of the final evaluation.

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 certified employees as are incident to their employment relationship with the Fayette County Public Schools pursuant to Board Policy as amended from time to time, including but not limited to emergency leave, leave for jury duty, personal leave, and sick leave.
- C. The SUPERINTENDENT shall be provided family health and dental insurance. The BOARD will be responsible for the employee cost and premiums for the insurance provided under this Subsection 6.C. The SUPERINTENDENT acknowledges the monetary value of the employee cost and premiums covered by the Board under this Subsection 6.C. may be subject to and result in federal, state, and local taxes and withholdings.
- D. The BOARD shall pay the aggregate yearly premium costs for disability insurance, major illness/long term care insurance, and personal life insurance in a total fiscal year sum during the term of this CONTRACT not to exceed Ten Thousand Dollars (\$10,000). The SUPERINTENDENT acknowledges the monetary value of the premium costs covered by the Board under this Subsection 6.D. may be subject to and result in federal, state, and local taxes and withholdings.
- E. The SUPERINTENDENT shall be eligible to elect optional payroll deductions as provided for certified employees under Board Policy 03.1211 as amended from time to time and in keeping with applicable law.
- F. 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 shall pay per fiscal year for professional membership dues

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for the SUPERINTENDENT in (1) KASA (to include cost of liability insurance); (2) KASS; (3) AASA; (4) ASCD; and (5) up to three other memberships reasonably necessary to maintain and improve the Superintendent's professional skills.

- G. Except for vehicle expenses as addressed in Section 6.H., below, the BOARD shall pay or reimburse the SUPERINTENDENT for reasonable expenses incurred in the performance of the duties of the SUPERINTENDENT, including professional travel in an amount not to exceed the amount actually incurred consistent with Board Policy 03.125 as amended from time to time.
- H. In light of the unique nature of the professional duties of the SUPERINTENDENT and in lieu of purchasing or leasing a vehicle for use by the SUPERINTENDENT or reimbursement for mileage and/or fuel under Board Policy, the BOARD shall pay the SUPERINTENDENT an automobile allowance of One Thousand Dollars (\$1000) per month for in-state travel incurred in connection with the performance of the duties as SUPERINTENDENT during the term of this CONTRACT. The automobile allowance will be adjusted upward each fiscal year of this CONTRACT beginning July 1, 2022 by the same percentage increase, if any, in the single salary schedule for certified employees. The SUPERINTENDENT acknowledges the automobile allowance provided in this Subsection 6.H. is in lieu of, rather than in addition to, reimbursement for mileage.
- I. The SUPERINTENDENT shall be entitled to paid vacation days consistent with Board Policy 03.122 for twelve (12) month certified employees, as amended from time to time, including all aspects of that policy concerning accumulation and carry over of days into the next school fiscal year. Accrued vacation leave time that is not utilized during the term of this CONTRACT shall be paid out, if at all, as applicable to all twelve (12) month certified employees at the end of their employment with 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 shall not unreasonably be withheld.
- J. The SUPERINTENDENT shall be provided a Board owned cellular telephone or like kind of tele-communications 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 furniture, household goods, and related personal belongings from Greenville, Texas to Fayette County, Kentucky. The amount of reimbursement will be the lowest of three (3) quotes obtained by the SUPERINTENDENT, but in no case shall the total amount of reimbursement exceed Ten Thousand Dollars (\$10,000).
- L. The BOARD shall supplement the SUPERINTENDENT's annual salary, for performance of the SUPERINTENDENT duties, by an amount equal to the SUPERINTENDENT's portion of the monthly member contribution to the Kentucky Teachers Retirement System ("KTRS") for the term of this CONTRACT, including any extensions. This salary supplement shall include any and all parts of the KTRS member contribution, as applicable. This additional salary supplement shall be paid to the SUPERINTENDENT by

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regular monthly payroll installments. The SUPERINTENDENT acknowledges this additional salary supplement may be subject to applicable payroll taxes and withholdings and further that it is his responsibility to contact a KTRS representative with any questions about the possible impact of this salary supplement, if any, on his participation in the KTRS.

7. TRANSITION ACTIVITIES

Prior to the term of employment beginning July 26, 2021, the SUPERINTENDENT may undertake up to ten (10) calendar days of travel to, in, and return from Lexington, Kentucky for transition activities including but not necessarily limited to assessing District needs, meeting with personnel, meeting with community members, and attending District meetings or events. If the SUPERINTENDENT elects to undertake this travel, the BOARD will compensate the SUPERINTENDENT for each day of such travel at the daily rate of pay he would receive under the salary addressed in Section 5 of this CONTRACT, and further will reimburse the SUPERINTENDENT for the reasonable costs of travel, lodging, meals, and transportation necessitated by that travel.

8. OUTSIDE ACTIVITIES

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 are beneficial to Fayette County Public Schools, 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.

9. 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.

10. 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:
Chairman, Board of Education
Fayette County Schools
450 Park Place
Lexington, KY 40511

Superintendent Initials



Chairperson Initials TM

If to the SUPERINTENDENT, address to:
Superintendent
Fayette County Schools
450 Park Place
Lexington, KY 40511

11. TERMINATION OF EMPLOYMENT CONTRACT

This CONTRACT may be terminated as per the Board's policies and procedures and under State statutory law and pertinent case decisions, all as may be amended from time to time, and shall also include the following:

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

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 pro-rated by the half hour, calculated upon the salary received in the final fiscal year of this CONTRACT.

12. 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.

13. 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 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.

Superintendent 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 dates noted below:

BOARD OF EDUCATION OF FAYETTE COUNTY

BY: [Signature]
CHAIRPERSON

ATTEST:

[Signature]
SECRETARY

COMMONWEALTH OF KENTUCKY)

) Sct.

COUNTY OF FAYETTE)

Subscribed and sworn to before me by Tyler Murphy, Chairman, Fayette County Board of Education, on this the 18th day of June 2021.

[Signature]
NOTARY PUBLIC, STATE OF KY AT LARGE
COMMISSION EXPIRES: 10/2/21
COMMISSION NUMBER: 587896

[Signature]
DEMETRUS LIGGINS, PH.D.
SUPERINTENDENT

COMMONWEALTH OF KENTUCKY)

) Sct.

COUNTY OF FAYETTE)

Subscribed and sworn to before me by Demetrus Liggins, Ph.D., on this the 23 day of June 2021.

[Signature]
NOTARY PUBLIC, STATE OF KY AT LARGE
COMMISSION EXPIRES: 10/2/21
COMMISSION NUMBER: 587896

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Superintendent Initials [Signature]

Chairperson Initials [Signature]

ADDENDUM

Pursuant to a vote of the BOARD OF EDUCATION OF FAYETTE COUNTY ("BOARD") at a duly called meeting on April 11, 2024, the SUPERINTENDENT'S CONTRACT previously approved by the BOARD on June 17, 2021 is amended as followed:

Revise Subsection "I" of Section 6 of the SUPERINTENDENT'S contract to read as follows in its entirety:

Notwithstanding any provision of Board Policy or Administrative Procedure to the contrary, the SUPERINTENDENT shall receive, and at the Superintendent's choice may take, up to twenty (20) vacation days per fiscal year. At the conclusion of each fiscal year, any accrued but unused vacation days shall carry over to the next fiscal year. The vacation days taken by the SUPERINTENDENT will be taken at such time or times as will least interfere with the performance of the SUPERINTENDENT's duties as set forth by this contract, with timely prior notice provided to the BOARD's Chair before taking such leave. Maximum carryover and payout of unused vacation days shall be governed by Board Policy for twelve-month certified employees, as amended from time to time. Recognition of vacation days for Teachers Retirement System purposes shall be governed by applicable statutes and regulations.

Add a new subsection "M" to Section 6 of the SUPERINTENDENT'S contract, to read as follows:

M. Superintendent Wellness Package

i. In recognition of the substantial responsibilities inherent to the role of superintendent and in support of his ability to effectively fulfill those responsibilities, the Board agrees to provide a wellness package as follows:

a. Annual Physical Examination:

During the term of this CONTRACT, the SUPERINTENDENT shall submit to an annual physical examination by a licensed physician of his choice. The BOARD shall pay that portion of the annual examination not covered by the SUPERINTENDENT'S health insurance, in a maximum sum of \$5,000. The BOARD shall not be responsible for the cost of any additional tests, examinations, or treatment not covered by the SUPERINTENDENT'S health insurance. The SUPERINTENDENT shall provide the Board Chair with a written report from the examining physician that attests to the SUPERINTENDENT'S fitness to perform the essential functions of his job as set forth in his contract, BOARD policies, and Fayette County Public Schools administrative procedures. The report shall be kept confidential, except as required or permitted by law, and shall be maintained in a file separate from the SUPERINTENDENT'S personnel file.

b. Executive Coaching:

During the term of this CONTRACT, the SUPERINTENDENT has the option, but is not obligated, to retain the professional services of an executive coach of the SUPERINTENDENT'S choosing. The BOARD will be responsible for any associated fee of the executive coach, at a cost not to exceed \$25,000 per contract year, to be paid under the BOARD's policies and procedures. The role of the executive coach is to

Superintendent Initials 

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