

**RENEWED EMPLOYMENT AGREEMENT
FOR THE SUPERINTENDENT OF SCHOOLS
FOR CULLMAN CITY, ALABAMA**

THIS AGREEMENT is made by and between the CULLMAN CITY BOARD OF EDUCATION, a local education agency of the State of Alabama (the "Board") and KYLE KALLHOFF (the "Superintendent").

In accordance with action taken by the Board on the ____ day of _____, 2026, the Board hereby extends its Employment Agreement with Kyle Kallhoff as the Superintendent of the Cullman City Board of Education, and Kyle Kallhoff agrees to accept such extended Employment Agreement, subject to and in consideration of the mutual covenants, terms, and conditions set forth herein.

SECTION 1. TERM OF AGREEMENT.

A. **Term.** The Superintendent shall be employed until the 30th day of June, 2030.

B. **Renewal or Extension.** This Agreement shall be automatically renewed for successive terms of one (1 year) unless the Board provides written notice to the Superintendent of its desire not to renew the Agreement upon the expiration of the then existing term no later than six months prior to the last day of such term. This Agreement also may be renewed or extended at any time upon such terms as may be reached by express mutual agreement between the Board and the Superintendent. Any such agreement shall be in writing and executed by both parties.

SECTION 2. SUPERINTENDENT'S DUTIES AND AUTHORITY.

A. **Duties and Responsibilities.** The Superintendent's principal duties and responsibilities shall be as follows:

1. To serve as Superintendent of Cullman City Board of Education as prescribed by the laws of the State of Alabama, the rules and regulations of the Alabama State Department of Education, and the rules, regulations, and policies of the Cullman City Board of Education.

2. To serve as chief executive and administrative officer of the Board of Education which shall entitle the Superintendent to organize, reorganize, and arrange the administrative and supervisory staff of the Cullman City Board of Education in a manner as in his judgment would best serve the Cullman City School System.

3. To administer the instructional and administrative needs of the Board of Education in such manner as in his best judgment would best serve the School System.
4. To discharge the responsibility for recommending selection, placement, and transfer of all personnel in accordance with the law.
5. To devote substantially his full time, skill, labor, attention, and efforts to his duties as Superintendent.
6. To serve as Secretary of the Board with the responsibility for all official correspondence and communication.
7. To perform such other duties and services as may be assigned to him from time to time by the Board.

B. Complaint Resolution. The Superintendent will have the opportunity to address and resolve complaints relating to the school system. The Board individually and collectively shall promptly refer any and all criticisms, complaints, and suggestions concerning the operation or administration of the school system called to his, her, or their attention to the Superintendent for review, investigation, recommendation, or action.

SECTION 3. CERTIFICATE. The Superintendent shall be required to hold valid Alabama certification as may be necessary to act as Superintendent and as otherwise may be necessary for accreditation purposes.

SECTION 4. COMPENSATION. As compensation for the services to be provided by the Superintendent pursuant to this Agreement, the Superintendent shall be paid the following compensation and other benefits:

A. Salary. The highest existing principal raise in the content year was five percent. The Superintendent's annual salary shall therefore increase five percent. The Superintendent's base annual salary is currently Two Hundred Eleven, Eight Hundred Dollars (\$211,800.00) per annum, payable in equal monthly installments on the first regular payroll following the rendering of service and shall be \$222,390.00.

B. Salary Increase. On July 1, 2023 and on July 1 of each year thereafter, the Board shall grant the Superintendent a minimum of two and one-half percent (2.5%) per annum salary increase or the percentage increase for certified educational personnel as directed by the State Legislature, whichever is greater. When a raise for the Superintendent is based on a percentage increase for certified educational personnel, the Superintendent shall receive the same raise in the same percentage and beginning the same day as all other state-

certified educational personnel, applying the Superintendent's longevity of experience, certifications, and any other qualifications set out in the legislative pay increase for other educators. Further, any change in the State Salary Schedule shall be applied when calculating the Superintendent's annual salary increase under this provision. The Board further retains the right to adjust the Superintendent's annual salary upward during the term of this Agreement, as an amendment hereto, without such adjustment constituting a new contract or extending the length of this contract. Unless this Agreement is terminated pursuant to Section 6 herein, the compensation or the benefits of the Superintendent provided for herein shall not be reduced during the term of this agreement.

C. Vehicle Allowance. The Board shall not provide the Superintendent a vehicle for travel within Cullman County. The Superintendent shall be responsible for all expenses for the operation of this automobile within Cullman County, including the expenses of maintenance, insurance and operation of such vehicle. The Board will pay the Superintendent the finite amount of Five Hundred Dollars (\$500.00) per month, not repayable to the Board, reportable on the Superintendent's W-2, and not provided for payment of any ineligible expenses, for any travel within Cullman County. This shall be paid in addition to the Superintendent's base salary package for the purpose of taxes.

D. Expense Allowance. The Board recognizes that the Superintendent will have other business expenses which are not covered by this contract. Therefore, to pay these other business expenses, the Board shall pay the Superintendent the finite amount of One Thousand Five Hundred Dollars (\$1,500.00) per month, not repayable to the Board, reported on the Superintendent's W-2 and not provided for payment of any ineligible expenses.

E. Expenses. In addition to paragraph 3(D) above, the Board may also pay or reimburse the Superintendent for reasonable and necessary expenses incurred by the Superintendent as determined by the Board.

F. Health Insurance and Related Coverage. The Board shall pay on behalf of the Superintendent the full premium for the family hospitalization insurance and major health plan coverage through the Public Education Employees' Health Insurance Plan (PEEHIP). In addition, the Board shall pay the Superintendent's premiums for individual employee coverage and for family coverage for all other supplemental medical, dental, cancer, and vision coverage which the Board makes available to its employees. For the purposes of this subject, "family coverage" shall be defined consistent with the terms of the respective policy of insurance.

G. Retirement. The Superintendent shall be eligible to participate in any other retirement, benefit, insurance, or other employee plan offered by the Board to its employees, and the Superintendent shall be entitled to all matching contribution or Board-

provided benefits in such plan as are provided to other Board employees. The Board will contribute an additional three percent of the Superintendent's annual salary to the Superintendent's Alabama RSA-1 account, in monthly installments.

H. Vacation. The Superintendent shall be entitled to receive fifteen (15) days of paid vacation per contract year. The Superintendent shall be paid out for any unused vacation days, not to exceed ten (10) days in July of each year at the daily rate of pay, calculated on the basis of a daily rate by dividing the Superintendent's then base annual salary by two hundred forty (240).

I. Leave. The Superintendent shall be entitled to receive all personal leave, sick leave, other types of Board-provided leave, and paid holidays as are provided to other full-time, twelve-month certificated Board employees, and, to the extent not specifically provided for herein, to receive such benefits as are generally accorded certificated employees of the Board.

J. Professional Development. The Superintendent shall be allowed to attend, at Board expense, all statewide professional development meetings and conferences for superintendents and at least one national conference per year, if so requested by the Superintendent. The Board shall either reimburse the Superintendent or pay directly the cost of all reasonable travel, lodging, and meal expenses, and for conference, seminar, or meeting registration fees, if any, incurred by the Superintendent attending these meetings, conferences, or seminars. Such reimbursement shall be supported by appropriate documentation.

K. Technology. The Board shall provide the Superintendent with personal communications equipment and technology resources necessary for him to perform his duties in an effective manner and pay all costs related to operation and use of such equipment resources. Such equipment may be selected by the Superintendent, subject to approval of the Board President, and will be available for both school related and incidental personal use.

SECTION 5. EVALUATION. In accordance with the Code of Alabama and School Board policy, the Board shall evaluate the performance of the Superintendent annually. This evaluation and assessment shall be based upon the duties set forth in Section 2, paragraph A of this agreement and the quality of his service in the performance of his duties. Prior to the initial evaluation, the Board and Superintendent shall reach agreement on the appropriate evaluation instrument.

SECTION 6. TERMINATION OF CONTRACT.

A. Mutual Agreement. This Agreement may be terminated at any time by mutual agreement of the parties.

B. Retirement or Disability. This employment contract will be deemed terminated immediately and without further obligation upon (a) retirement of the Superintendent, (b) disability that prevents the Superintendent from the discharge of his or her duties as Superintendent, or (c) death of the Superintendent. In the event of disability which prevents the Superintendent from the discharge of his duties as Superintendent, the Board may terminate this Agreement without further obligation by written notice to the Superintendent at any time after the Superintendent has exhausted any accumulated sick leave and other such leave as may be available and after he has been absent from his employment for whatever cause for an additional continuous period of ninety (90) days. Further, the Board shall reimburse the Superintendent for the annual premium on a non-cancelable long-term disability policy, so long as the Superintendent remains insurable at a reasonable rate, that replaces at least sixty percent of the Superintendent's salary in the event of disability.

C. Unilateral Termination.

1. **By Superintendent.** The Superintendent may terminate this Agreement upon the provision of not less than (60) days' written notice to the Board prior to the effective date of termination for any reason. In the event of such unilateral termination by the Superintendent, the Board shall pay the Superintendent any compensation due under this Agreement until the effective date of termination, after which time all rights to compensation and benefits under this Agreement shall end, except that compensation for unused vacation days shall be paid pursuant to the specific provisions concerning said leave.

2. **By Board.** The Board may terminate this Agreement without cause at its discretion upon the provision of not less than seven (7) days written notice of termination from the date such notice is approved by the Board at a duly noticed public meeting. In the event of unilateral termination by the Board, the Board shall pay the Superintendent, as severance pay, all of the aggregate salary and benefits he would have received under this Agreement [text deleted].

3. **Discharge for Cause.** The Board may terminate this Agreement during its term for cause and without further obligation for the following:

- a. Incompetency;
- b. Immorality;
- c. Misconduct in office;
- d. Willful neglect of duty;

- e. Dishonesty;
- f. Intentional insubordination;
- g. Material breach or violation of law or fiduciary duty;
- h. Failure to perform duties in a satisfactory manner; and
- i. Other good and just cause.

To the extent the grounds for termination set forth above are also listed in Alabama Code §16- 24C-6, they shall have the same definition as similar words contained in that statute.

If the Board proposes termination of the Contract for one or more of the above reasons, the Board will give the Superintendent notice in writing stating the reasons for the proposed termination. In the event a notice of intention to contest such termination is provided to the Board by the Superintendent within ten (10) days after receiving notice of the proposed cancellation, the Board shall hold a hearing to determine whether the Contract should be terminated for such stated reason or reasons. At the hearing before the Board, the Superintendent shall have the right to be present and to be heard, to be represented by counsel and to present evidence relevant to the issue. If the Superintendent chooses to be accompanied by legal counsel at the hearing before the Board, he will assume the cost of his legal representation. If the Contract is terminated for any of the reasons set forth in this subparagraph, the Superintendent shall no longer hold office, all payment of salary and benefits not accrued shall cease immediately, and the Board shall have no further obligation to the Superintendent.

SECTION 7. PROFESSIONAL LIABILITY COVERAGE; INDEMNITY

A. **Liability Coverage.** The Superintendent has professional liability coverage to the extent provided by the Educators Liability Trust Fund, which is operated by the State of Alabama's Finance Department, Division of Risk Management. The Board is not responsible for such coverage or for any changes in coverage during the term of this Contract or afterwards. The Superintendent is responsible for reporting any occurrence which might subject him to a lawsuit and/or to liability in accordance with the requirements of the State of Alabama Department of Finance, Division of Risk Management.

B. **Indemnification.** The Board will hold harmless and indemnify the Superintendent from any and all demands, claims, suits, actions and legal proceedings brought against the Superintendent in his individual capacity or in his official capacity as agent and employee of the Board which arise within the line and scope of his employment, excluding willful violation of any law or policy of the Board and any fraudulent, malicious, intentional, wrongful or criminal acts or to litigation arising out of such acts. Further, to the extent not paid by the Educator's Liability Trust Fund, the Board will pay all costs of legal

proceedings in connection with this indemnification provision at an hourly rate for attorneys not in excess of the hourly rate paid to the Board attorney for defense of similar proceedings.

SECTION 8. MEMBERSHIP IN PROFESSIONAL ASSOCIATIONS. The Board agrees to pay for membership for the Superintendent in the following professional associations:

1. School Superintendents of Alabama (SSA);
2. Council for Leaders in Alabama Schools (CLAS);
3. American Association of School Administrators (AASA); and
4. One Local Civic Organization.

SECTION 9. AMENDMENT, MODIFICATION, OR WAIVER. This Agreement shall not be amended, modified, or waived, except in writing authorized, agreed upon, and executed by the Superintendent and the Board.

SECTION 10. COMPLETE AGREEMENT. This Agreement embodies the entire agreement between the parties hereto and cannot be varied except by written agreement of the undersigned parties. The provisions of this Contract, and any changes made hereto pursuant to any Section of the Contract, supersede any previous agreements or understandings between the parties, whether oral or in writing, and will control in the event of a conflict with any other agreements or understandings that the parties may enter into.

SECTION 11. CONFLICTS. In the event of any conflict between the terms, conditions, and provisions of this Agreement and the provisions of the Board's policies or any permissive state or federal law, then, unless otherwise prohibited by law, the terms of the Agreement shall take precedence over the conflicting provisions of the Board's policies or any such permissive law during the term of this Agreement.

SECTION 12. SEVERABILITY. If during the term of this Agreement it is found that part of the Agreement is illegal and must be severed from the Agreement, the remainder of the Agreement shall remain in force, unless the severance causes the remainder of the Agreement to fail in its essential purpose.

SECTION 13. CHOICE OF LAW. This Agreement shall be construed under and enforced by the laws of the State of Alabama.

SECTION 14. INTERPRETATION OF AGREEMENT. No provision of this Agreement shall be construed against or interpreted to the disadvantage of any party by any court or other governmental or judicial authority by reason of that party having, or

being deemed to have structured, dictated, or drafted that provision.

SECTION 15. HEADINGS. The section headings in this Contract are entirely editorial and in no way substantive. They do not create, enlarge, or diminish the rights and duties of the parties to this Employment Agreement.

SECTION 16. COUNTERPARTS. This Agreement may be executed in two counterparts, each of which shall be deemed an original but all of which will constitute one and the same Contract.

SECTION 17. ADVICE OF COUNSEL. THE PARTIES TO THIS CONTRACT REPRESENT THAT THEY HAVE SIGNED IT (1) AFTER AMPLE, FULL, AND MATURE DELIBERATION, (2) WITH FULL AUTHORITY TO DO SO, (3) AFTER HAVING READ THE AGREEMENT AND HAD THE OPPORTUNITY TO FREELY DISCUSS IT WITH COUNSEL AND OTHER ADVISOR(S) OF EACH PARTY'S CHOICE, AND (4) THAT THEY ARE SIGNING IT VOLUNTARILY AND FULLY AWARE OF ITS CONTENTS AND MEANING.

IN WITNESS WHEREOF, the Cullman City Board of Education has caused this employment contract to be executed on its behalf by its President, and the Superintendent has executed this employment agreement on the dates set forth below:

SUPERINTENDENT
OF EDUCATION

CULLMAN CITY BOARD

By : _____
Its President

Date

Date