

**JACKSON INDEPENDENT SCHOOL SUPERINTENDENT
CONTRACT**

THIS CONTRACT of employment is entered into by and between the Board of Education of the Jackson Independent School District (hereinafter "the Board"), located in Breathitt County, Kentucky, and Kyle Brandon Lively (hereinafter "the Superintendent"), for the position of superintendent of schools.

The Board agrees to employ the Superintendent for a term of three and one-half years (3 ½), beginning on November 20, 2013, and ending on June 30, 2017. The parties agree that the terms of employment shall be as follows:

1. The initial annual salary of the superintendent shall be seventy-four thousand thirty-six dollars (\$74,036.00) per year, payable in equal installments. The parties shall annually agree to modification of this salary, provided the salary in each subsequent year shall be increased by an amount at least equal to the greatest percentage increase received by any certified employee on the district salary schedule. Within ninety days of the date permitted for renewal of this contract pursuant to state law, the Board shall renew the contract, or shall notify the Superintendent of its intent not to renew the contract. (See optional language attached if Superintendent is eligible for rollover).
2. This contract requires the services of the Superintendent for two-hundred-forty (240) days per year. The Superintendent shall, upon request, provide the Board with a schedule of actual and proposed workdays for the current contract year.
3. The Superintendent agrees to devote the time, skill, labor, and attention necessary to perform well and faithfully the duties of Superintendent and executive agent and professional advisor to the Board, as set out by law, regulation, policy and this contract.
4. The Superintendent shall furnish throughout the term of this contract a valid and appropriate license, issued by the certification authority in Kentucky, to act as superintendent.
5. The Superintendent, with prior approval from the Board, may undertake consultative work, speaking engagements, lecturing, writing, or other professional duties and obligations, which do not impede or conflict with the Superintendent's duties.
6. The Board shall annually provide the Superintendent with an evaluation based upon a mutually agreed upon process, which shall include periodic opportunities to review and discuss the Superintendent's performance and Superintendent/Board relations, at reasonable times as determined by the Board.
7. The Superintendent shall receive 15 days leave per year for illness, bereavement, or personal emergency. All days not used in any year shall accumulate without limit, and shall be considered sick leave, subject to all board policies that apply to sick leave for other personnel.
8. The Board shall reimburse the Superintendent at the maximum rate allowed by law for the use of the Superintendent's personal vehicle for business purposes, both inside and outside the district, (OR shall provide the Superintendent with a vehicle for business and personal use OR shall provide the Superintendent with an allowance of zero dollars (\$0.00) per month as a vehicle allowance). The Superintendent shall be reimbursed for other

normal travel expenses incurred while traveling on district business, when an itemized statement of expenses is submitted to and approved by the Board.

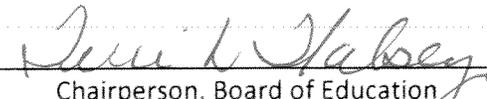
9. The Superintendent shall attend all professional training sessions required by law, and other appropriate meetings and conferences at the local, state, and national levels. The Board shall reimburse the Superintendent for actual expenses incurred while attending these professional activities, including payment of dues in appropriate professional organizations of the Superintendent's choosing, which sponsor such professional activities.
10. The Superintendent shall make all reasonable efforts to secure capable and qualified candidates for all available positions in the District, which are subject to appointment by the Superintendent.
11. The Superintendent, as executive agent of the Board, shall be in charge of the educational and business affairs of the district. The Board as a body, and its members individually, shall refer all appropriate matters to the Superintendent for study and recommendation. Nothing in this section shall be constructed as preventing the Board from acting in any matter in which it is entitled to act by law.
12. Absent mutual agreement, this contract may be terminated by the Board only upon a showing of legal cause and in accordance with statutory procedures. The Board shall fairly consider releasing the Superintendent from this contract should the Superintendent receive an opportunity for professional advancement.
13. Should any nontaxable fringe benefit provided to the Superintendent pursuant to this contract become taxable to the Superintendent during the term of the contract, the Board shall pay additional compensation to the Superintendent at a rate that will maintain the Superintendent's level of compensation.
14. The Board agrees that it shall defend, 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 as agent and employee of the Board, provided the incident arose while the Superintendent was acting within the scope of employment. If in the good faith opinion of the Superintendent and that of the Board, the Superintendent may engage counsel, in which event the Board shall indemnify the Superintendent for the cost of legal defense.

THIS CONTRACT shall be invalid if the Superintendent is under contract with another board of education in this state covering the same period of time, or any portion thereof, until the other contract is terminated or the Superintendent obtains a release.

Dated this 20th day of November, 2013.

By 
Superintendent

Dated this 20th day of November, 2013.

By 
Chairperson, Board of Education

Jackson Independent School District

Mr. Kyle B. Lively, Superintendent

940 Highland Avenue
Jackson, Kentucky 41339

(606) 666-4979 • Fax (606) 666-4350

Board of Education

Ms. Terri Halsey, Chairperson
Mrs. Sheretta Haddix, Vice-Chairperson
Mrs. Edith McClees Slone, Member
Ms. Tammy Barrett, Member
Mrs. Paula T. Miller, Member

July 9, 2014

To: Kyle B. Lively

From: JACKSON INDEPENDENT BOARD OF EDUCATION

Re: 2014-2015 Assignment and Salary

Assignment: Jackson Independent School District Central Office

Salary: \$80,963.00

Contract Days: 240

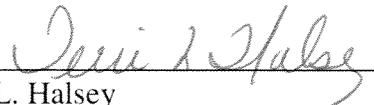
Rank	Experience	Base Salary
1	10 years	\$53,165.00
	55 Extended Days	\$15,805.00
	Extra Service Pay	<u>\$11,993.00</u>
		\$80,963.00

The JISD Board of Education negotiated a Superintendent contract for the Board of Education to compensate for a Humana Family Health Insurance Premium, Deferred Compensation 457 Annuity Plan Contribution (\$150.00 Per payroll) and Kentucky Teachers' Retirement Employee Contribution.

Your signature below will certify your acceptance of this position. Please sign and return one copy to the Superintendent's office. Retain one copy for your files.



Kyle B. Lively
Superintendent



Terri L. Halsey
Board Chairperson

OPTIONAL SUPERINTENDENT CONTRACT PROVISIONS

Rollover Claus

Pursuant of KRS 160.350 (4), this contract shall annually be extended for one (1) year unless the Board, by majority vote prior to June 30th of that year, elects not to extend the contract.

Accrual of Annual Leave

Pursuant of KRS 160.291, the Superintendent shall receive ten (10) days of vacation 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 shall accrue without limit. Any annual leave days not used during the year shall, at the end of the year, be converted to accrued sick leave days.

Health Insurance

The Board, at its expense shall provide family health insurance for the Superintendent, from the insurance options available to employees of the district.

Tax Sheltered Annuities or Other Deferred Compensation

The Board, at its expense, shall provide a deferred compensation annuity contribution in the amount of one hundred fifty dollars (\$150.00) per pay period to the Superintendent's annuity policy.

Kentucky Teachers' Retirement Contributions

The Board, at its expense, shall provide compensation for the Kentucky Teachers' Retirement employee contribution per pay period to the Superintendent's retirement account.