

**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 Interim Superintendent"), for the position of interim superintendent of schools.

The Board agrees to employ the Interim Superintendent for a term of 6 months, beginning on July 29, 2013, and ending on January 30, 2014, with the option of an extension up to 3 months. The parties agree that the terms of employment shall be as follows:

1. The initial annual salary of the interim superintendent shall be up to seventy-four thousand thirty-six dollars (\$74,036.00), payable in equal installments.
2. This contract requires the services of the Interim Superintendent as stipulated above. The Interim Superintendent shall, upon request, provide the Board with a schedule of actual and proposed workdays for the current contract.
3. The Interim Superintendent agrees to devote the time, skill, labor, and attention necessary to perform well and faithfully the duties of Interim Superintendent and executive agent and professional advisor to the Board, as set out by law, regulation, policy and this contract.
4. The Interim Superintendent shall furnish throughout the term of this contract a valid and appropriate license, issued by the certification authority in Kentucky, to act as interim superintendent.
5. The Interim 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 Interim Superintendent's duties.
6. The Board shall provide the Interim Superintendent with an evaluation based upon a mutually agreed upon process, which shall include periodic opportunities to review and discuss the Interim Superintendent's performance and Interim Superintendent/Board relations, at reasonable times as determined by the Board.
7. The Interim 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 Interim 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 Interim Superintendent with a vehicle for business and personal use OR shall provide the Interim with an allowance of zero dollars (\$0.00) per month as a vehicle allowance). The Interim 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 Interim 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 Interim Superintendent for actual expenses incurred while

attending these professional activities, including payment of dues in appropriate professional organizations of the Interim Superintendent's choosing, which sponsor such professional activities.

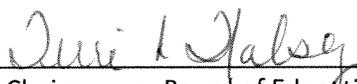
10. The Interim Superintendent shall make all reasonable efforts to secure capable and qualified candidates for all available positions in the District, which are subject to appointment by the Interim Superintendent.
11. The Interim Superintendent, as executive agent of the Board, shall be in charge 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 Interim 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 Interim Superintendent from this contract should the Interim Superintendent receive an opportunity for professional advancement.
13. Should any nontaxable fringe benefit provided to the Interim Superintendent pursuant to this contract become taxable to the Interim Superintendent during the term of the contract, the Board shall pay additional compensation to the Interim Superintendent at a rate that will maintain the Interim Superintendent's level of compensation.
14. The Board agrees that it shall defend, hold harmless, and indemnify the Interim Superintendent from any and all demands, claims, suits, actions, and legal proceedings brought against the Interim Superintendent in his individual capacity or in his official as agent and employee of the Board, provided the incident arose while the Interim Superintendent was acting within the scope of employment. If in the good faith opinion of the Interim Superintendent and that of the Board, the Interim Superintendent may engage counsel, in which event the Board shall indemnify the Interim Superintendent for the cost of legal defense.

THIS CONTRACT shall be invalid if the Interim 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 Interim Superintendent obtains a release.

Dated this 30th day of July, 2013.

By 
Interim Superintendent

Dated this 30th day of July, 2013.

By 
Chairperson, Board of Education

OPTIONAL INTERIM SUPERINTENDENT CONTRACT PROVISIONS

Payment and Accrual of Annual Leave

Pursuant of KRS 160.291, the Interim 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, and the Interim Superintendent shall be compensated for all days accrued at the time of retirement, separation, or termination of employment as Interim Superintendent.

Health Insurance

The Board, at its expense shall provide family health insurance for the Interim 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 Interim Superintendent's annuity policy.

Kentucky Teachers' Retirement

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