SUPERINTENDENT EMPLOYMENT CONTRACT
MARSHALL COUNTY SCHOOLS
BENTON, KENTUCKY

This Employment Contract, made and entered into this **1st** day of **July, 2015,** by and between the MARSHALL COUNTY BOARD OF EDUCATION (hereinafter "BOARD"), and **TRENT LOVETT**, (hereinafter "SUPERINTENDENT"), and authorized by action at a lawful meeting of the Board held on the **5th** day of **May, 2015**.

WITNESSETH:

NOW, THEREFORE, the Board and Superintendent, for the consideration herein specified, agree as follows:

1. **TERMS OF EMPLOYMENT**- The Superintendent is hereby hired and retained for a term commencing on July 1, 2015 to June 30, 2019 as the Superintendent of the Marshall County Schools, Benton, Kentucky.

2. **DUTIES-** The duties and responsibilities of the Superintendent shall be all those duties incident to the Office of Superintendent imposed by the law and regulations of the Commonwealth of Kentucky and in keeping with the Board policy. Other duties and responsibilities as may be needed from time to time may be assigned to the Superintendent by the board.

3. **OUTSIDE ACTIVITIES-** The Superintendent shall devote his time, attention and energy to the business of the school district.

The Superintendent and Board recognized the advisability and on occasions the necessity of the Superintendent to attend seminars, courses, or programs conducted or sponsored at the local, state, or national levels. It is understood and agreed that the district shall permit a reasonable amount of time for the Superintendent to attend such meetings, for the Board to pay for necessary fees and travel and subsistence expenses as may be approved by the Board or as may be set forth in local Board policy. This

provision shall be limited to seminars, courses, or programs that would be for benefit of the Marshall County Schools. The Board shall have ultimate discretion in determining the Superintendent's attendance and the amount of money to defray reasonable and necessary travel and subsistence expenses.

However, if the Superintendent elects to attend any function, meeting, seminar, or program wherein he is compensated as a lecturer, consultant, or for such attendance, the time involved with such functions shall not be considered as part of the 240 required working days and the Board shall not pay the Superintendent's expense involved with such functions.

4. **COMPENSATION-** The salary shall be **$145, 000** for the **2015-2016** school year. The salary shall be paid in monthly installments on the same dates 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 this 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 shall not be deemed that the Board and 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. The Board shall, at least on an annual basis, conduct an evaluation of the Superintendent. The Board shall devote a portion of one meeting, at least annually, to an evaluation of the Superintendent's performance and to a discussion of the working relationship between the Superintendent and the Board. Such annual discussion shall be held in executive session at a Board meeting.

5. WORKING DAYS AND BENEFITS

a. Working Days- It is understood and agreed that each school year, from July 1 through June 30 during the term of this Contract, shall consist of 240 working days. If superintendent elects to be away from the job for (5) or more days consecutively, this shall be subject to Board approval. Days not worked by the Superintendent shall be noted in the minutes of the next regularly scheduled Board meeting after said days are taken.

b. Leaves- The Superintendent shall accrue all leave days as authorized by Board Policy for certified employees. Consistent with statutory law, the Superintendent shall be permitted to transfer all sick leave accumulated as of June 30, 2007.

c. Health, Dental, Vision and Life Insurance- The Board shall pay the premium cost for that family plan for health, dental and vision insurance provided by the Board to its other employees. The Board shall pay the premium cost for a $100,000.00 life insurance policy.

d. Expenses- The Board shall pay or reimburse the Superintendent for reasonable expenses approved by the Board and incuned by the Superintendent in the continuing performance of his duties under this Contract, as determined by the Board and according to Board Policy.

e. Professional and Civic Duties- The Board recognizes that mutual benefits derived by the Superintendent and the Board of the Superintendent's membership in certain professional and civic organizations. The Board agrees to pay dues for the Kentucky Association of School Superintendents (KASS), Kentucky Association of School Administration (KASA), and one (1) civic club of the Superintendent's choice.

f. Automobile Expenses- The Board shall provide the Superintendent with the use of a district owned automobile, of the Board's choice, to be used solely for purposes associated with the Superintendent's job duties. The Board shall provide liability insurance for the automobile.

g. Retirement Benefits- The Superintendent shall have the same retirement benefits as provided for certified employees under the Kentucky Teacher's Retirement System and as in Board policy.

6. **TERMINATION OF EMPLOYMENT CONTRACT-** This Contract may be terminated as per the Board's Policy and shall also include the following:

   a. By expiration of its term;

   b. Mutual agreement of the parties; and

   c. Discharge for cause.

7. **BOARD POLICY**- The Superintendent's duties and obligations are governed by Board policy, unless otherwise specifically modified hereinabove. All benefits of the Superintendent are specifically spelled out in this Contract and override any general policy which might be in existence for other employees.

8. **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 ruling shall remain in force.

9. **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.

Paragraph headings shall 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 the terms agreed upon by the parties with respect to the subject matter in 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 Superintendent have cause 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.

MARSHALL COUNTY BOARD OF EDUCATION

BY: _____

CHAIRPERSON

Trent Lovett

SUPERINTENDENT

ATTEST:

_____

SECRETARY

COMMMONWEALTH OF KENTUCKY
COUNTY OF MARSHALL

Subscribed and sworn to before me by Ricky Hudson, Chairperson Marshall County Board of Education, and Trent Lovett, Superintendent, on this 21st day of July, 2015.

Carissa Darnell #527244

NOTARY PUBLIC

My commission expires: October 30, 2018.