SUPERINTENDENT CONTRACT BY AND BETWEEN
KYLE LIVELY
AND THE
SOMERSET INDEPENDENT BOARD OF EDUCATION

THIS EMPLOYMENT CONTRACT is made and entered into this 15th day of July, 2015, by and between the Somerset Independent Board of Education ("District") and Kyle Lively ("Superintendent").

The District and the Superintendent agree as follows:

1. TERM

District, in consideration of the promises of Superintendent stated in this contract, employs Superintendent, and Superintendent accepts employment as Superintendent of Schools for a term commencing on the 15th day of July, 2015, and ending on the 30th day of June, 2019. The District may, by specific action and with the consent of the Superintendent, extend the termination date of the existing contract to the full extent permitted by State law.

2. PROFESSIONAL CERTIFICATION AND RESPONSIBILITIES OF SUPERINTENDENT

A. CERTIFICATION: Superintendent shall hold a valid certificate issued by the Kentucky Department of Education that qualifies the Superintendent for the position.

B. DUTIES: 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 direct and assign teachers and other employees of the Schools under the Superintendent's supervision; shall organize, reorganize and arrange the administrative and supervisory staff, including instruction and business affairs,

as best serves the District; shall submit a written Superintendent's progress report to the Board, on a quarterly basis, which shall be reviewed quarterly with the Board concerning the progress made by the Superintendent toward the goals which have been or may be established by the Board from time to time, including, without limitation, monthly planning meetings or when and as requested by the Board. The Superintendent shall from time to time suggest regulations, rules and procedures deemed necessary for the orderly administration and good progress of the School District, and in general perform all duties 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. The Board, individually and collectively, shall promptly refer appropriate criticisms, complaints, and suggestions called to its attention to the Superintendent for study, recommendation, and any appropriate action. The Superintendent shall attend all Board meetings and Board committee meetings.

C. NUMBER OF DAYS OF EMPLOYMENT PER SCHOOL YEAR: For the purpose of this agreement, it shall be determined that the Superintendent is responsible for 240 days of employment per year.

D. SECRETARY: The Superintendent shall serve as the Board Secretary consistent with applicable law.

E. OUTSIDE ACTIVITIES: The Superintendent agrees to devote his time, skill, labor, and attention to said employment during the term of this contract. However, the Superintendent may undertake consultative work, speaking engagements,

writing, lecturing, teaching, or other professional duties and obligations, which do not impede or conflict with the Superintendent's duties.

3. PROFESSIONAL GROWTH OF SUPERINTENDENT

District encourages the continuing professional growth of the Superintendent through the Superintendent's participation, as he might decide in light of the Superintendent's responsibilities as Superintendent, in:

A. The operation, programs, and other activities conducted or sponsored by local, state, and national school administrators 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 Superintendent to perform his professional responsibilities for District.

In its encouragement, District shall permit a reasonable amount of release time for Superintendent to attend to such matters and shall pay for the necessary fees for travel and subsistence expense, as approved by the District in the annual budget.

4. COMPENSATION

SALARY: District shall pay Superintendent at an annual salary of $115,000.00 for this term. This annual salary shall be paid to Superintendent in regular installments in accordance with the schedule of salary payments in effect for other certified employees.

The Superintendent shall indemnify, save and hold the Somerset Independent School District harmless for any and all income tax consequences arising herefrom, and hereby waives and relinquishes any and all claims against the District pertaining to any withholding or other federal, state, and local obligations pertaining to salary and payroll taxes and other contributions or payments which may be claimed due from either party herein except as agreed herein to be paid by the District.

5. VACATION AND OTHER BENEFITS

A. **Leave, Insurance and Retirement:** Superintendent shall be entitled to all the benefits applicable to twelve (12) month administrative employees as are incident to their employment relationship with the District, including but not limited to, emergency leave, leave for jury duty, personal leave and sick leave and benefits, retirement, insurance, and all other administrative employee benefits. The District shall further provide for the Superintendent and his family a family health and dental insurance policy consistent with terms otherwise provided to District administrative staff with coverage for all members of his family as available from the District's provider. The Superintendent shall participate and be a member in the Kentucky Teachers Retirement System, and the District shall reimburse him, at the annual rate mandated by the State, for his contributions to said program.

B. **Professional Memberships:** District shall pay 100% (pro-rated as of the beginning date hereof) of Superintendent's membership charges to the following professional association: Kentucky Association of School Administrators, and Kentucky Association of School Superintendents, in

which membership is necessary to maintain and improve Superintendent's professional skills, as permitted by State law and as approved by the District in the annual budget.

C. **Technology and Equipment:** The District shall provide the Superintendent with access to the following technology and equipment as will assist him in the performance of his duties, to be used for and in the District's interest: (1) cellular telephone; (2) internet access and computer equipment related thereto.

D. **Other:** In addition, the Superintendent will have use of other equipment in accordance with Board policy and procedure as may be provided from time to time. This may include use of a District-owned vehicle in a manner consistent with Board policy.

6. EXPENSES

District shall pay or reimburse Superintendent for reasonable expenses approved by the District and incurred by the Superintendent in the continuing performance of his duties under this Employment Agreement. Superintendent shall follow Board policy regarding documentation and approval of all such expenses.

7. PROFESSIONAL LIABILITY

District agrees that it shall defend Superintendent from any and all demands, claims, suits, actions and legal proceedings brought against Superintendent in his individual capacity and in his official capacity as agent and employee of District, provided the incident arose while Superintendent was acting within the scope of his employment and excluding defense of criminal charges or intentional wrongful acts, to the extent liability coverage is

in force and to the extent such defense is within the authority of the School District to provide under State law.

8. EVALUATION

The Board shall evaluate and assess, in writing, the performance of Superintendent in accordance with applicable law and policy.

9. TERMINATION OF EMPLOYMENT CONTRACT

The Employment Contract may be terminated by:

A. Mutual agreement of the parties;

B. Retirement of Superintendent;

C. Disability or death of Superintendent;

D. Loss of required certification;

E. Discharge for cause, in accordance with applicable law. Notice of discharge for cause shall be given in writing and Superintendent shall be entitled to appear before the Board to discuss such causes. If Superintendent chooses to be accompanied by legal counsel at such meeting, he shall bear any costs involved. The meeting shall be conducted in closed, executive session. The Superintendent shall be provided a written decision describing the results of the meeting.

F. The parties do acknowledge that, pursuant to KRS 160.350, a Superintendent may be discharged upon a vote of four Board members. To the extent that such discharge may be inconsistent with any other provision for termination contained herein, such discharge shall be deemed to be in addition thereto and in lieu of any such other requirement. Nothing herein shall be deemed to have

modified or decreased any right of the Board of Education to discharge a Superintendent as provided by statute.

10. SAVINGS CLAUSE: Should any provision hereof be deemed invalid or unenforceable by a court of competent jurisdiction, such invalidity or unenforeability shall have no effect on any of the remaining provisions hereof.

11. ENTIRE AGREEMENT AND MODIFICATION: The Parties hereto agree that this Contract expresses all of the material terms agreed upon by the parties, and these written terms are controlling, with any verbal discussion merged herewith. This Agreement can only be modified by a written document executed by all parties by appropriate action.

12. GOVERNING LAW AND VENUE: The parties, this agreement, and the location for the performance hereunder, are in Pulaski County, Kentucky. This agreement shall be construed in accordance with applicable Kentucky law, and any proceeding between the parties shall be in Pulaski County, Kentucky except to the extent venue is set by statute for a particular proceeding.

IN TESTIMONY WHEREOF, witness the signatures of the parties hereto, the day and year first above written.

SOMERSET INDEPENDENT BOARD OF EDUCATION

BY: _____
CHAIRPERSON

_____
KYLE LIVELY, SUPERINTENDENT

Approved by the Somerset Independent Board of Education on the 14th day of July, 2015, and included with the Minutes of the meeting on said date.

ATTEST:

SECRETARY, Somerset Independent
Board of Education