FRANKLIN COUNTY PUBLIC SCHOOLS
Frankfort, Kentucky
***CONTRACT RE-EMPLOYING SUPERINTENDENT***

This CONTRACT, made and entered into this ____ day of _____, 2016, by and between the BOARD OF EDUCATION OF FRANKLIN COUNTY (hereinafter "BOARD"), and MARY "CHRISSY" JONES (hereinafter "SUPERINTENDENT"), and authorized by action at a lawful meeting of the BOARD held on the 6 day of June, 2016.

**WITNESSETH:**

NOW, THEREFORE, the BOARD and the SUPERINTENDENT, for the consideration herein specified, agree as follows:

IT IS AGREED:

1. ***TERM OF EMPLOYMENT***
The SUPERINTENDENT is hereby retained for a term commencing on July 1, 2016, to June 30, 2020, as Superintendent for the Franklin County Public Schools, Frankfort, Kentucky.

2. ***CERTIFICATE***
The SUPERINTENDENT shall furnish to the BOARD prior to the commencement of this CONTRACT, a valid and appropriate certificate to act as Superintendent in accordance with the laws of the Commonwealth of Kentucky and as directed by the BOARD, and comply with KRS 160.350.

3. ***DUTIES***
The 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 organize, reorganize, and arrange the administrative and supervisory staff, including instruction and business affairs, as best serve the School District; shall from time to time suggest policies and procedures deemed necessary for the well ordering 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 all criticisms, complaints, and suggestions called to its attention to the SUPERINTENDENT for study, recommendation, or appropriate action. The SUPERINTENDENT shall attend all BOARD meetings except when otherwise provided by law. The SUPERINTENDENT shall also attend all BOARD committee meetings, serve as an ex officio member of all BOARD committees, and provide administrative recommendations on each item of business considered by each committee.

JBB
Chairperson Initials

mcg
Superintendent Initials

No policy of the BOARD shall diminish the SUPERINTENDENT's legitimate power or authority as prescribed by the applicable laws of the Commonwealth of Kentucky. Moreover, all duties assigned to the SUPERINTENDENT by the BOARD shall be appropriate to and consistent with the professional role and responsibility of the SUPERINTENDENT.

4. ***PROFESSIONAL GROWTH OF SUPERINTENDENT***

The BOARD encourages the continuing professional growth of the SUPERINTENDENT through:

A. the operations, programs, and other activities conducted or sponsored by local, state, and national school administrator and school board associations;

B. seminars and courses offered by public or private educational institutions; and

C. information meetings with other persons whose particular skills or backgrounds would serve to improve the capacity of the SUPERINTENDENT to perform her professional responsibilities for the School District.

In its encouragement, the BOARD shall permit a reasonable amount of release time for the SUPERINTENDENT to attend to such matters and shall pay for the necessary fees for travel and subsistence expenses, as approved by the BOARD in the annual budget or otherwise by specific BOARD action.

5. ***COMPENSATION***

The salary for serving as SUPERINTENDENT shall be not less than One Hundred Thirty-two Thousand Nine Hundred Forty-six Dollars ($132,946.00) per school year. The salary shall be paid 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 the 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 it shall not be deemed that the BOARD and the 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. Nevertheless, and in any event, irrespective of any merit based adjustment in the salary during the term of this CONTRACT, the SUPERINTENDENT shall receive an increase each year of this CONTRACT equal to he percentage increase provided to other certified employees of the Franklin County Public Schools with the same rank and experience on the district salary schedule.

JLB
Chairperson Initials

mcg
Superintendent Initials

The BOARD shall evaluate and assess in writing the performance of the SUPERINTENDENT consistent with the present provisions of KRS 156.557 and any future amendment relating to the evaluation of a superintendent during the term of this CONTRACT. This evaluation and assessment shall further comply with board policies and procedures and shall be reasonably related to the position description of SUPERINTENDENT and the goals and objectives of the School District for the period in question. The BOARD shall meet and discuss the evaluation format with the SUPERINTENDENT, attempting in good faith to agree on the development and adoption of a mutually agreeable evaluation format. The BOARD and the SUPERINTENDENT shall meet in closed executive session for the purpose of mutual evaluation of the performance of the BOARD and SUPERINTENDENT, prior to any public disclosure of the final evaluation.

6. ***WORKING DAYS AND BENEFITS***

A. 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 leaving twenty (20) noncontract days each school year. If the SUPERINTENDENT elects to be away from the job for five (5) or more working days consecutively or more than ten (10) working days in any school month, this shall be subject to BOARD approval.

B. The SUPERINTENDENT shall be entitled without limitation to all the benefits applicable to twelve (12) month administrative employees as are incident to their employment relationship with the Franklin County Public Schools.

C. The SUPERINTENDENT shall be reimbursed on a periodic basis agreed upon by the parties the contribution she makes to the Kentucky Teachers' Retirement System.

The BOARD agrees to reimburse the SUPERINTENDENT for all reasonable and necessary expenses associated for attending at least one (1) national professional conference each year of this CONTRACT.

D. The BOARD shall fully pay the SUPERINTENDENT's membership charges to the following professional associations: (1) the Kentucky Association of School Superintendents (KASS); and (2) the Kentucky Association of School Administrators (KASA).

E. The BOARD shall pay the SUPERINTENDENT'S annual dues for membership in not fewer than two (2) local civic related organizations subject to prior approval by the BOARD.

F. The BOARD shall pay or reimburse the SUPERINTENDENT for reasonable expenses approved by the BOARD and incurred by the SUPERINTENDENT in the continuing performance of her duties under this CONTRACT.

JHB
Chairperson Initials

mcg
Superintendent Initials

G. In light of the unique nature of the professional duties of the SUPERINTENDENT and in lieu of purchasing or leasing a vehicle for use by the SUPERINTENDENT, the BOARD shall pay the SUPERINTENDENT an automobile allowance of Two Hundred Fifty Dollars ($250) per month during the term of this CONTRACT for intra-district travel. The SUPERINTENDENT shall be reimbursed for all documented out-of-district travel as provided for under Board Policy 03.125.

H. The SUPERINTENDENT shall during the term of this CONTRACT maintain a residence in Franklin County.

7. ***NOTICE***

Any notice or communication permitted or required under this CONTRACT shall be in writing and shall become effective on the day of mailing thereof by first class mail, registered or certified mail, postage prepaid, addressed:

If to the BOARD, address to:
Chairman, Board of Education
Franklin County Public Schools
190 Kings Daughters Drive
Frankfort, KY 40601

If to the SUPERINTENDENT, address to:
Superintendent
Franklin County Public Schools
190 Kings Daughters Drive
Frankfort, KY 40601

8. ***TERMINATION OF EMPLOYMENT CONTRACT***

This CONTRACT may be terminated as per the Board's policy and under State statutory law and pertinent case decisions and shall also include the following:

a. By expiration of its term;
b. Mutual agreement of the parties;
c. Retirement of the SUPERINTENDENT; or
d. Discharge for legal cause pursuant to KRS 160.350.

9. ***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 a ruling shall remain in force.

10. ***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 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.

JMB
Chairperson Initials

mcg
Superintendent Initials

This CONTRACT shall be executed in duplicate originals.

This CONTRACT contains all of the terms agreed upon by the parties with respect to the subject matter of this CONTRACT and supersedes all prior contracts, arrangements and communications between the parties concerning such subject matter, whether oral or written.

IN TESTIMONY THEREOF, the BOARD and the SUPERINTENDENT have caused 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.

BOARD OF EDUCATION OF FRANKLIN COUNTY

BY: Jennifer Grisham Brown
CHAIRPERSON

ATTEST:
Kristen Watts
SECRETARY

MARY "CHRISSY" JONES, SUPERINTENDENT

COMMONWEALTH OF KENTUCKY )
) Sct.
COUNTY OF FRANKLIN )

Subscribed and sworn to before me by Jennifer Grisham-Brown, Chairman, Franklin County Board of Education, and Mary "Chrissy" Jones, on this the 6 day of June, 2016.

My Commission expires: July 14, 2018.

Kristen Watts
NOTARY PUBLIC

JGB
Chairperson Initials

mcj
Superintendent Initials