AMENDMENT TO EMPLOYMENT CONTRACT
OF KATHY FIELDS, SUPERINTENDENT

DISTRICT: **JESSAMINE COUNTY BOARD OF EDUCATION**

SUPERINTENDENT: **KATHY FIELDS**

The employment contract between Jessamine County Board of Education and Kathy Fields as superintendent, dated September 23, 2013 is hereby amended pursuant to paragraph 4 as to compensation, as follows:

The annual salary of Kathy Fields as superintendent for July 1, 2015 to June 30, 2016 shall be $150,500.00.

In all other respects the employment contract as amended shall remain in full force and effect.

The above adjustment in compensation was approved by Jessamine County Board of Education on May 18, 2015.

Dated: May 20, 2015.

JESSAMINE COUNTY BOARD OF EDUCATION

BY: _____ _____
Eugene S. Peel, Chairman Kathy Fields, Superintendent

THIS EMPLOYMENT CONTRACT made and entered into this 23rd day of September, 2013 by and between JESSAMINE COUNTY BOARD OF EDUCATION, Nicholasville, Kentucky, hereinafter referred to as DISTRICT, and KATHY FIELDS, hereinafter referred to as SUPERINTENDENT.

WITNESSETH:

WHEREAS, DISTRICT desires to provide **SUPERINTENDENT** with a written employment contract in order to enhance administrative stability and continuity within the schools which DISTRICT believes generally improves the quality of its overall education program; and

WHEREAS, DISTRICT and **SUPERINTENDENT** believe that a written contract describes their relationship and serves as the basis of effective communication between them as they fulfill their governance and administrative function in the operation of the educational program of the schools.

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

1. TERM

DISTRICT, in consideration of the promises herein contained, hereby employs, and SUPERINTENDENT hereby accepts employment as Superintendent of Schools for a term commencing September 23, 2013 and ending June 30, 2017.

2. PROFESSIONAL CERTIFICATION AND RESPONSIBILITIES OF SUPERINTENDENT

A. Certification. SUPERINTENDENT shall hold a valid certificate issued by **Kentucky State Department of Education**.

B. DUTIES. SUPERINTENDENT shall have charge of the administration of the schools

under her supervision; shall direct and assign teachers and other employees of the schools under her supervision; shall organize, reorganize and arrange the administrative and supervisory staff, including instruction and business affairs as best serves the DISTRICT subject to approval of the Board; shall select all personnel, hiring the best candidate to fulfill the duties of Board approved job positions in accordance with Kentucky law; shall from time to time suggest policies, rules, regulations and procedures deemed necessary for the conduct of the school district, and in general, perform all duties incidental to the Office of the Superintendent and such other duties as may be prescribed by the Board from time to time. The Superintendent shall have the right to attend all non-closed Board and citizen committee meetings, serve as an ex-officio member of all School Board committees unless otherwise specified by the Board, and provide administrative recommendations of each item of business considered by each of these groups.

3. PROFESSIONAL GROWTH OF SUPERINTENDENT

A. DISTRICT encourages the continuing professional growth of SUPERINTENDENT through her participation, as she might decide in light of her responsibilities as SUPERINTENDENT, in;

1. The operation, programs, and other activities conducted or sponsored by local, state, and national school administrators and school board associations;
2. Seminars and courses offered by public or private educational institutions; and
3. Informal meetings with other persons whose particular skills or background would serve to improve the capacity of SUPERINTENDENT to perform her professional responsibilities for DISTRICT.

In its encouragement, DISTRICT shall permit a reasonable amount of release time for

SUPERINTENDENT as she deems appropriate to attend to such matters and pay (subject to approval by the board) the necessary fees and travel and subsistence expenses, as approved by the DISTRICT in the annual budget.

B. DISTRICT will pay for and SUPERINTENDENT agrees to an annual physical.

C. DISTRICT will provide and pay the premium of professional liability insurance for the benefit of SUPERINTENDENT insuring against errors and omissions as SUPERINTENDENT under the existing insurance policy or any other insurance company selected by the DISTRICT with coverage of not less than existing coverage.

D. DISTRICT agrees to provide Superintendent with such equipment and materials, including but not limited to, cell phone, laptop computer and/or tablet and such other technological and professional support which is reasonably necessary for performance of the duties of Superintendent, subject to budget availability and approval of the Board.

4. COMPENSATION

SALARY. DISTRICT shall pay SUPERINTENDENT at an annual rate of $142,000.00 for 2013 - 2014 year plus 0 as Secretary of the Board for 2013 - 2014 year (but such annual rate shall be pro-rated and adjusted for period from September 23, 2013 to June 30, 2014 for the first year of this contract). This annual salary rate shall be paid to the SUPERINTENDENT in twenty six (26) installments, payable every two weeks (except for the first year of September 23, 2013 to June 30, 2014 when 19 instalments shall be paid every 2 weeks). The annual salary rate for 2014-2015 and all other school years shall be established by the Board of Education. The District and Superintendent may mutually agree to adjust the salary of Superintendent during the term of this contract, but in no event shall she be paid less than the salary previously specified. The annual salary of the

Superintendent shall, at a minimum, be plus any percentage of increase that is approved for teachers in each succeeding year by the Board of Education. The Board may, however, elect to raise the annual salary beyond the percentage of teacher increases. Any adjustment made in salary made during the life of this contract shall be in the form of an amendment and become part of this contract, but it shall not be deemed that DISTRICT and SUPERINTENDENT have entered into a new contract nor that the termination date of the existing contract has been extended except as permitted pursuant to KRS 160.350 (4). SUPERINTENDENT shall have shared access and use of DISTRICT vehicle for travel pertaining to conduct of school business. In compliance with existing practice, DISTRICT vehicle shall be parked overnight on appropriate, designated DISTRICT property as often as is practical.

5. VACATION AND OTHER BENEFITS

SUPERINTENDENT shall be entitled to all the benefits applicable to twelve (12) months administrative employees as are incidental to their employment relationship with DISTRICT, including, but not limited to, vacation and illness benefits and leaves, any other forms of insurance protection, retirement program, and other administrative employee benefits.

DISTRICT shall pay membership for AASA, KASA and KASS which the SUPERINTENDENT feels is necessary to maintain and improve her professional skills as permitted by State law and as approved by DISTRICT in the annual budget.

6. EVALUATION

The board shall evaluate and assess in writing the performance of SUPERINTENDENT at least once a year during the term of this contract. This evaluation and assessment

shall be reasonably related to the position description of SUPERINTENDENT and the goals and objectives of the DISTRICT for the year in question. At least once each fiscal year, DISTRICT and SUPERINTENDENT shall meet in closed executive session (subject to open meeting law provisions) for the purpose of preliminary discussions regarding the evaluation of the performance of DISTRICT and SUPERINTENDENT. In the event that the Board determines that the performance of the SUPERINTENDENT is unsatisfactory in any respect, it shall describe in writing, in reasonable detail, specific instances of unsatisfactory performance. The evaluation shall include recommendations as to areas of improvement in all instances where the Board deems performance to be unsatisfactory. A copy of the written evaluation shall be delivered to the SUPERINTENDENT. The SUPERINTENDENT shall have the right to make a written reaction or response to the evaluation. This response shall become a permanent attachment to the SUPERINTENDENT'S personnel file. Within thirty days of the delivery of the written evaluation to the SUPERINTENDENT, the Board shall meet with the SUPERINTENDENT to discuss the evaluation.

7. TERMINATION OF EMPLOYMENT CONTRACT

A. Mutual agreement of the parties.

B. Retirement of the SUPERINTENDENT.

C. Disability of SUPERINTENDENT.

D. For just reasons as provided under procedures prescribed in Kentucky Revised Statutes.

E. Death of SUPERINTENDENT.

8. ADDITIONAL PROVISIONS

The SUPERINTENDENT shall prepare the agendas for each Board of Education meeting in consultation with the Board Chairman, and forward the same to each member of the Board, along with recommendations and any supporting documentation on each agenda item, sufficiently in advance of the meeting so that each member can assimilate such information prior to the meeting at which such agenda items will be considered.

Should the SUPERINTENDENT be unable to perform the duties and obligations of this contract, by reason of illness, accident or other causes and such disability exists for a period of more than sixty (60) calendar days, the Board of Education, at its option, may terminate this contract, whereupon the respective rights, duties and obligations of the parties, other than that pertaining to short and long term disability benefits, shall thereby terminate. Such determination shall be contingent upon the concurrence of the Superintendent's treating physician and an examining physician appointed by the Board of Education on the question of the permanence of the disability. In the event that the physicians do not concur, they shall appoint a third physician whose opinion on the question of the permanence of the disability shall control. Notwithstanding an opinion by the third physician that the disability is not permanent, in the event the disability continues for a period of more than sixty (60) days, the Board may thereupon terminate the contract as above provided. This provision shall not in any way derogate from any short or long term disability benefits or short term salary continuation benefits that apply by operation of other provisions of this contract.

The SUPERINTENDENT shall present (before assuming her duties hereunder) to the Board a statement signed by the Kentucky Commissioner of Education that she has been duly issued a certificate of administration and supervision which qualifies her to hold the office of SUPERINTENDENT to which she has been appointed, and she shall hold such certificate throughout the period of her employment and shall complete any continuing training required by law.

If the SUPERINTENDENT elects to attend any function, meeting, seminar, or program wherein she 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 days required working days, and the Board shall not pay the Superintendent's expenses involved with such functions.

If said SUPERINTENDENT is released from this contract by mutual agreement before the completion of said term, final settlement of salary and benefits shall be made on a pro-rata basis.

9. SAVING CLAUSE

If during the term of this contract, it is found that a specific clause of the contract is illegal in federal or state law, the remainder of the contract not affected by such a ruling, shall remain in force.

IN WITNESS WHEREOF, DISTRICT has caused this Employment Contract to be approved in its behalf by a duly authorized officer and SUPERINTENDENT has approved this Employment Contract effective on the year and date specified in Item 1 above.

JESSAMINE COUNTY BOARD OF EDUCATION

BY: _____
Chairman Eugene S. Peel

_____
Superintendent Kathy Fields

WITNESSES:

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