AMENDMENT TO EMPLOYMENT AGREEMENT
BETWEEN SUPERINTENDENT AND
MAYFIELD INDEPENDENT SCHOOL DISTRICT

THIS AMENDMENT TO EMPLOYMENT AGREEMENT between the Superintendent and the Mayfield Independent School District is made and entered into on this the 30th day of June, 2011, by and between the **BOARD OF EDUCATION OF MAYFIELD INDEPENDENT SCHOOL DISTRICT,** of 914 East College Street, Mayfield, KY 42066, party of the first part, hereinafter referred to as "**BOARD**", and **LONNIE J. BURGETT**, of 1558 Bellmeade Drive, Mayfield, KY 42066, party of the second party, hereinafter referred to as "**SUPERINTENDENT**".

WITNESSETH:

WHEREAS, the **BOARD** and **SUPERINTENDENT** entered into an original Agreement dated March 1, 2000, wherein the **BOARD** employed **SUPERINTENDENT** for a period from July 1, 2000 through June 30, 2004; and

WHEREAS, this Agreement was extended and modified by **BOARD** action on June 25, 2001, March 19, 2002, June 26, 2003, February 18, 2004 and March 27, 2006; and

WHEREAS, on March 27, 2006 the **BOARD** extended the Employment Agreement through June 30, 2009; and

WHEREAS, by an Amendment dated November 19, 2007, the Agreement was modified and extended to June 30, 2011; and

WHEREAS, the parties now desire to extend the Employment Agreement between the **SUPERINTENDENT** and the **BOARD** through June 30, 2015 and to modify some of its terms; and

WHEREAS, the parties have agreed to all terms and conditions of this Amendment to the Employment Agreement between the **SUPERINTENDENT** and the **BOARD.**

NOW THEREFORE, the **SUPERINTENDENT** and **BOARD** agree as follows:

1. **Term:** The term of the new Employment Agreement shall commence on July 1, 2011 and terminate on June 30, 2015.

3. **Compensation:**

The initial annual salary of the **SUPERINTENDENT** during this contract period shall be One Hundred Forty Six Thousand Two Hundred Ninety Five and no/100 Dollars ($146,295.00) per year, payable in equal installments. The parties shall annually agree to modification of this salary, provided the salary in each subsequent year shall be increased by an amount at least equal to the greatest percentage increase received by any certified employee on any one rank and step of the district salary schedule. Within thirty (30) days after the first date permitted for renewal of this contract pursuant to state law, the **BOARD** shall renew the contract, or shall notify the **SUPERINTENDENT** of its intent not to renew the contract.

4. **Vacation and Other Benefits:**

c. **Health Insurance**:

1) It is acknowledged that the **SUPERINTENDENT** may participate in the State Health Insurance Plan on the same basis as any other employee of the Mayfield Independent School District.

2) If for any reason the **SUPERINTENDENT** elects not to participate in the State Health Insurance Plan, but to keep in effect the health insurance plan that he presently has, the Board of Education shall, as additional compensation to the **SUPERINTENDENT**, pay him a monthly amount equal to but not greater than what the monthly premium cost would have been had he elected to participate in the State Health Insurance Plan.

3) Whichever of the two options above that the **SUPERINTENDENT** chooses, it is understood that the **BOARD** shall pay for the costs of a family policy that covers not only the

SUPERINTENDENT, but his spouse and any of his children who qualify. Any such policy is to include vision, dental and cancer policy(ies) for the qualified members of his family.

h. **Retirement Benefits:** The **SUPERINTENDENT** shall have the same retirement benefits as provided for Superintendents under the Kentucky Teachers Retirement System.

i. **Other Insurance:** The **BOARD,** at its expense, shall provide disability insurance to the **SUPERINTENDENT** in the maximum amount permissible, and shall provide term life insurance, payable to beneficiaries of the **SUPERINTENDENT'S** choosing, in an amount equal to three times the **SUPERINTENDENT'S** annual salary.

7. **Indemnification and Hold Harmless Clause:** The **BOARD** agrees that it shall defend, hold harmless and indemnify the **SUPERINTENDENT** from any and all demands, claims, suits, actions and legal proceedings brought against the **SUPERINTENDENT** in his individual capacity or in his official capacity as agent and employee of the **BOARD**, provided the incident arose while the **SUPERINTENDENT** was acting within the course and scope of employment. If in the good faith opinion of the **SUPERINTENDENT** a conflict exists regarding the defense to any such claim between the legal position of the **SUPERINTENDENT** and that of the **BOARD,** the **SUPERINTENDENT** may engage counsel, in which event the **BOARD** shall indemnify the **SUPERINTENDENT** for the reasonable cost of his legal defense.

8. All other provisions contained in the original March 1, 2000 Agreement entered into between the **BOARD** and **SUPERINTENDENT** as modified by each Amendment, modification and extension thereof, not specifically modified by this Amendment are hereby reaffirmed, readopted and reiterated the same as if copied in full herein.

WITNESS OUR HANDS this the day and date first above written.

BOARD:

BOARD OF EDUCATION OF MAYFIELD INDEPENDENT SCHOOL DISTRICT

By: _____
CHRIS GREEN, Chairman

SUPERINTENDENT:

_____
LONNIE J. BURGETT

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