FIRST AMENDMENT TO ERLANGER-ELSMERE INDEPENDENT SCHOOLS CONTRACT EMPLOYING SUPERINTENDENT

This amendment ("the Amendment") to the Erlanger-Elsmere Independent Schools Contract Employing Superintendent dated April 18, 2013 (the "Contract"), between the Board of Education of the Erlanger-Elsmere Independent School District (the "Board") and Kathlyn Burkhardt (the "Superintendent") is made and entered into this 10th day of July, 2014.

Now therefore, the Board and Superintendent, for the consideration herein specified, agree as follows:

1. All terms and conditions of the Contract shall remain in full force and effect to the extent any of the same are not in conflict with the terms and conditions of this Amendment. As to any conflict(s) between the terms and conditions of this Amendment on the one hand, and any terms and conditions of the Contract, the terms and conditions of this Amendment shall be deemed controlling.
2. Section 4 of the Contract is amended as follows: "Beginning July 1, 2014, the salary for the SUPERINTENDENT shall be $140,000 per year paid in equal regular monthly installments." For avoidance of doubt, the remaining provisions of Section 4 of the Contract remain in full force and effect.
3. This Amendment shall be executed in duplicate originals.

IN TESTIMONY THEREOF, the Board and the Superintendent have caused this Amendment to be executed in their respective names, and in the case of the Board, by its Chairperson, on the day and year first written above.

BOARD OF EDUCATION OF THE
ERLANGER-ELSMERE INDEPENDENT
SCHOOL DISTRICT

By: _____
David Bird, Chairperson, Board of Education

COMMONWEALTH OF KENTUCKY)
) SS:
COUNTY OF KENTON)

Subscribed and sworn to before me by David Bird, Chairperson, Board of Education of the Erlanger-Elsmere Independent School District, this 10th day of July, 2014.

My commission expires 5/13/15.

Linda Godsey Holmes
Notary Public
Notary ID # 442952

Kathlyn Burkhardt
Kathy Burkhardt, Superintendent

COMMONWEALTH OF KENTUCKY)
) SS:
COUNTY OF KENTON)

Subscribed and sworn to before me by Kathlyn Burkhardt this 10th day of July, 2014.

My commission expires 5/13/15.

Linda Godsey Holmes
Notary Public
Notary ID # 442952

ERLANGER-ELSMERE INDEPENDENT SCHOOLS
CONTRACT EMPLOYING SUPERINTENDENT

THIS CONTRACT, made and entered into on April 18, 2013 by and between the Board of Education of the Erlanger-Elsmere Independent School District (hereinafter "BOARD") and Kathlyn Burkhardt (hereinafter "SUPERINTENDENT"), and authorized by action of the BOARD held on the 18th day of April, 2013.

Now, therefore, the BOARD and SUPERINTENDENT, for the consideration herein specified, agree as follows:

1. Term of Employment

The SUPERINTENDENT is hereby hired and retained for a term commencing July 1, 2013 to June 30, 2017 as SUPERINTENDENT for the Erlanger-Elsmere Independent School District, Kentucky (the "School District") requiring 240 days per year. SUPERINTENDENT shall receive ten days of vacation annually exclusive of legal holidays and other school vacations.

2. Certificate

The Superintendent shall furnish 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 decided by the Board and in compliance 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 to 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 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 and all BOARD committee meetings unless excused by law and/or by the BOARD.

4. Compensation

The salary for the SUPERINTENDENT shall be $130,000 per year paid in equal regular monthly installments. The BOARD may increase the salary for the SUPERINTENDENT at its discretion.

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. Nevertheless, this provision shall not be construed as an expectation by the SUPERINTENDENT that any such increase will occur.

In addition to the salary for the SUPERINTENDENT, the BOARD shall pay the SUPERINTENDENT'S (employee's) contribution to the Kentucky Teacher Retirement System for retirement benefits. The BOARD shall make such payments directly to the Kentucky Teacher Retirement System on a monthly or other periodic basis as determined or required by the Kentucky Teacher Retirement System.

The BOARD shall evaluate and assess the performance of the SUPERINTENDENT in writing 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 School District for the period in question. The SUPERINTENDENT shall submit to the BOARD a recommended format for this oral evaluation and assessment. 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.

5. Working Days and Benefits

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 the SUPERINTENDENT elects to be away from the job for ten (10) or more working 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.

The SUPERINTENDENT shall be entitled to all the benefits applicable to twelve (12) month administrative employees as are incident to their employment relationship with the Erlanger-Elsmere Independent Schools, including, but not limited to, emergency leave, leave for jury duty, personal leave, and sick leave, forms of insurance protection, but specifically a health

insurance plan, retirement program, and other administrative employee benefits. Specifically in addition thereto, the SUPERINTENDENT may select a health, vision and dental plan that covers her spouse and her dependents. The BOARD, at its expense, shall provide family health, vision and dental insurance for the SUPERINTENDENT, from the insurance options available to employees of the School District.

6. Expenses

The BOARD shall pay or reimburse the SUPERINTENDENT for reasonable expenses incurred in the performance of the duties of the SUPERINTENDENT which are consistent with BOARD Policy. In lieu of monthly mileage reimbursement, the BOARD shall reimburse the SUPERINTENDENT for use of her personal automobile in connection with performance of the duties of SUPERINTENDENT at the rate of $500 per month.

7. Outside Activities

The SUPERINTENDENT may, with the express consent of the BOARD, serve as a consultant to other districts or educational agencies, or engage in writing and speaking activities, so long as such activities do not interfere with the SUPERINTENDENT's duties to this School District and are of short duration.

8. Professional Liability

The BOARD agrees the SUPERINTENDENT will be a covered insured, in her official and individual capacity, under any and all liability insurance policies or insurance trust programs in which the School District is a participant, as to any and all demands, claims, suits, actions and legal proceedings brought against the SUPERINTENDENT, provided the incident arose while the SUPERINTENDENT was acting within the scope of her employment and excluding criminal

litigation and intentional acts, to the extent liability coverage is within the authority of the BOARD to provide under state and federal law.

9. 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
Erlanger-Elsmere Independent Schools
500 Graves Avenue
Erlanger, Kentucky 41018

If to the SUPERINTENDENT, address to:

Superintendent, Board of Education
Erlanger-Elsmere Independent Schools
500 Graves Avenue
Erlanger, Kentucky 41018

10. 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. Discharge for cause as determined by the BOARD.

11. 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.

12. 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.

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 of 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 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 THE
ERLANGER-ELSMERE INDEPENDENT
SCHOOL DISTRICT

By: _____,
Tom Luken, Chairman, Board of Education

COMMONWEALTH OF KENTUCKY)
) SS:
COUNTY OF Kenton)

Subscribed and sworn to before me by Tom Luken, Chairman, Board of Education of the Erlanger-Elsmere Independent School District, this 18th day of April, 2013.

My commission expires: 5/13/2015

Linda Godsey Holmes
Notary Public Notary ID # 442952

KATHLYN BURKHARDT

Kathlyn Burkhardt

Kathlyn Burkhardt

COMMONWEALTH OF KENTUCKY)
) SS:
COUNTY OF Kenton)

Subscribed and sworn to before me by Kathlyn Burkhardt this 18th day of April, 2013.

My commission expires: 5/13/2015

Linda Godsey Holmes

Notary Public Notary ID # 442952

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