SECOND AMENDMENT TO SUPERINTENDENT'S CONTRACT BETWEEN GENE KIRCHNER AND THE FORT THOMAS INDEPENDENT BOARD OF EDUCATION

WHEREAS, the Parties to this Second Amendment have previously entered into a Contract of Employment dated June 11, 2012; and

WHEREAS, the Parties to this Second Amendment have previously entered into a an Amendment to Contract of Employment dated June 16, 2014; and

WHEREAS, the District, in recognition of the superior performance of the Superintendent, desires to amend the Contract; and

NOW, THEREFORE, it is agreed by and between the parties as follows:

Effective July 1, 2015, the Board shall make a contribution of 10% of the Superintendent's contract salary, for purposes of a tax-sheltered annuity for the Superintendent.

IN WITNESS WHEREOF, the parties have hereunto set their hands this 15th day of June, 2015.

GENE KIRCHNER, SUPERINTENDENT

KAREN ALLEN, BOARD CHAIRPERSON

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AMENDMENT TO SUPERINTENDENT'S CONTRACT BETWEEN GENE KIRCHNER AND THE FORT THOMAS INDEPENDENT BOARD OF EDUCATION

WHEREAS, the Parties to this Amendment have previously entered into a Contract of Employment dated June 11, 2012; and

WHEREAS, the District, in recognition of the superior performance of the Superintendent, desires to amend the Contract;

NOW, THEREFORE, it is agreed by and between the parties as follows:

Effective July 1, 2014, the Superintendent's annual salary shall be $175,000.00 per year and the reimbursement for the use of his personal vehicle in performance of his duties shall be $750.00 per month.

IN WITNESS WHEREOF, the parties have hereunto set their hands this 16th day of June, 2014.

GENE KIRCHNER, SUPERINTENDENT

KAREN ALLEN, BOARD CHAIRPERSON

SUPERINTENDENT=S CONTRACT BETWEEN
Gene Kirchner
AND THE
FORT THOMAS BOARD OF EDUCATION

This Employment Contract entered into this 11th day of June, 2012 by and between the Fort Thomas Board of Education, hereinafter referred to as (ABOARD@), and Gene Kirchner hereinafter referred to as (ASUPERINTENDENT@).

THE BOARD AND SUPERINTENDENT AGREE AS FOLLOWS

1. TERM:

The BOARD, in consideration of the promise of the SUPERINTENDENT, stated in this contract, employs the SUPERINTENDENT, and the SUPERINTENDENT accepts employment, as Superintendent of Schools for a term commencing on July 1, 2012 and ending on June 30, 2016.

2. PROFESSIONAL CERTIFICATION AND RESPONSIBILITIES OF THE SUPERINTENDENT

A. CERTIFICATION:

The SUPERINTENDENT shall hold a valid certificate issued by the Kentucky Department of Education that qualifies the SUPERINTENDENT for the position.

B. 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 direct and assign teachers and other employees of the schools; shall organize, reorganize and arrange the administrative and supervisory staff, including instruction and business affairs, as best serves the

DISTRICT subject to the approval of the BOARD; shall from time to time suggest regulations, rules 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, all BOARD committee meetings, make reports and communicate to the BOARD and otherwise assist the BOARD in its duties. The SUPERINTENDENT shall have the authority to utilize and direct the services of the Board Attorney in the discharge of the SUPERITNENDENT'S duties as described herein subject to the understanding that the Attorney's client is the BOARD and as such in the event of a conflict between the SUPERINTENDENT and the BOARD, the Attorney shall represent the BOARD.

C. OUTSIDE ACTIVITIES:

The SUPERINTENDENT shall devote his time, attention and energy exclusively to the business of the school district, pursuant to KRS 160.390. The SUPERINTENDENT shall not engage in outside employment without the advance written and specific consent of the BOARD set out in the Board minutes. Notwithstanding the forgoing, the SUPERINTENDENT may:

- Enter into a contract with this BOARD OF EDUCATION in accordance with the provisions of KRS 160.440 to serve as Secretary to the Board;
- Teach college level classes; and
- Engage in any and all outside teaching activities while on vacation

or leave time under this contract.

3. PROFESSIONAL GROWTH OF SUPERINTENDENT:

The BOARD 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 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. informational meetings with other persons whose particular skills or backgrounds would serve to improve the capacity of the SUPERINTENDENT to perform his professional responsibilities for the BOARD.

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 for Items A-C.

4. COMPENSATION:

SCHOOL YEAR: Each school year from July 1 through June 30 shall consist of 260 working days for the Superintendent. The Superintendent may observe those holidays which all other 260 day certified staff observe. The Superintendent may take as leave, leave equal to that grant to other certified staff, including sick, emergency, and personal as outlined in Board policy as well as 20 additional vacation days.

SALARY: The BOARD shall pay the SUPERINTENDENT an annual

salary $159,600.00. Commencing July 1, 2013, and every year thereafter, the Superintendent shall receive a percentage increase in his annual salary commensurate with the percentage increase in teachers' salaries paid in the District. This salary shall be paid to the SUPERINTENDENT semi-monthly. BOARD and SUPERINTENDENT may mutually agree to adjust the salary of SUPERINTENDENT during the term of this contract. Any adjustment 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 BOARD and SUPERINTENDENT have entered into a new contract nor that the termination date of the existing contract has been extended. Any future increase in salary paid to the SUPERINTENDENT will be tied to the annual evaluation of the SUPERINTENDENT by the BOARD.

SUPERINTENDENT shall be solely responsible for any contribution to the Kentucky Teachers=s Retirement, any contribution to Social Security, disability insurance, and life insurance.

5. OTHER BENEFITS:

A. The SUPERINTENDENT shall be entitled to the following legally permissible benefits applicable to twelve (12) month administrative employees as are incident to their employment relationship with the BOARD: emergency leave, leave for jury duty, personal leave and sick leave and benefits, choice of tax-shelter annuities.

B. The BOARD shall pay 100 percent of the SUPERINTENDENT=S membership charges to:

a. Such professional associations in which the SUPERINTENDENT and the Board feel it is necessary to maintain and improve his or her professional skills, as permitted by State law as approved by BOARD in such the annual budget; and

b. One area Civic Organization.

C. The SUPERINTENDENT shall be entitled to twenty (20) paid vacation days and eleven (11) paid holidays.

D. The BOARD shall contribute an additional 5% of the SUPERINTENDENT=S contract salary, for purposes of a tax-sheltered annuity for the SUPERINTENDENT.

The BOARD, at the request of the SUPERINTENDENT and in accordance with the provisions of section 403(b) of the Internal Revenue Code and Kentucky statutes and related tax law, shall withhold and transfer an amount of salary semi-monthly, for the purposes of his participation in such tax deferred program.

E. The BOARD shall pay 100 percent of the cost of medical, dental and vision insurance for the SUPERINTENDENT and his family.

F. The BOARD shall reimburse the SUPERINTENDENT for his contribution to the Kentucky Teacher Retirement System.

6. EXPENSES:

The BOARD shall reimburse the SUPERINTENDENT $600 per month for the use of his personal vehicle in performance of his duties as superintendent.

The BOARD shall reimburse the SUPERINTENDENT for reasonable expenses approved by the BOARD and incurred by the SUPERINTENDENT in the continuing performance of his duties under this Employment Agreement. Such expenses shall include, but not be limited to, mileage reimbursement at the rate approved by the Commonwealth of Kentucky, for school related travel (other than to and from work and his residence).

7. PROFESSIONAL LIABILITY:

The BOARD within its insurance coverages agrees to carry professional liability providing coverage to the SUPERINTENDENT. To the extent of such coverage, the BOARD shall defend 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 scope of his employment and excluding criminal litigation, to the extent liability insurance coverage is within the authority of the BOARD to provide under State law.

8. GOALS AND OBJECTIVES:

Contemporaneous with the execution of this contract, the parties shall meet to establish DISTRICT and BOARD goals and objectives for the ensuing 2011-12 school year. The goals and objectives shall be reduced to writing and be among the criteria by which the SUPERINTENDENT is evaluated. On or prior to June 30 of each school year, the parties will meet to establish DISTRICT and BOARD goals and objectives for the next succeeding school year, in the same manner and with the same effect.

9. EVALUATION:

The BOARD shall evaluate and assess in writing the performance of the 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 the SUPERINTENDENT and the goals and objectives of the district and the BOARD for the period in question. The SUPERINTENDENT and the BOARD shall collaborate in formulating a format for this written evaluation and assessment.

10. TERMINATION OF EMPLOYMENT CONTRACT:

This Employment Contract may be terminated by:

A. Mutual agreement of the parties.

B. Retirement of the SUPERINTENDENT

C. Disability or Death of SUPERINTENDENT

D. Discharge For Cause: Discharge for cause shall constitute conduct which is seriously prejudicial to the district or the BOARD, including but not limited to, neglect of duty, breach of contract, or insubordination. Notice of discharge for cause shall be given in writing and the SUPERINTENDENT shall be entitled to appear before the Board to discuss such causes. If the 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.

11. Copies of this contract shall be distributed to all current BOARD members and to all newly elected BOARD members (if any) during the SUPERINTENDENT=S tenure.

AGREED TO:

GENE KIRCHNER

FORT THOMAS BOARD OF EDUCATION BY IT'S CHAIRPERSON KAREN ALLEN

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