BOYD COUNTY SCHOOLS
ASHLAND, KENTUCKY
CONTRACT EMPLOYING SUPERINTENDENT

This CONTRACTUAL AGREEMENT, made and entered into effective the 1st day of July, 2013, by and between the BOARD OF EDUCATION OF BOYD COUNTY (hereinafter the "BOARD"), and R. BROCK WALTER (hereinafter "SUPERINTENDENT"), and authorized by action at a lawful meeting of the BOARD held on the 25th day of April, 2013.

WITNESSETH:

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

IT IS AGREED:

1. TERM OF EMPLOYMENT

SUPERINTENDENT is hereby hired and retained for a term commencing on July 1, 2013, through June 30, 2017, as Superintendent of Schools for the County Schools, Boyd County, Kentucky.

2. DUTIES

The duties and responsibilities of the Superintendent shall be all those duties incident to the Office of Superintendent imposed by the law and regulations of the Commonwealth of Kentucky and in keeping with Board policy. Other duties and responsibilities as may be needed from time to time may be assigned to the SUPERINTENDENT by the BOARD.

3. OUTSIDE ACTIVITIES

SUPERINTENDENT shall devote himself exclusively to his duties.

The SUPERINTENDENT and BOARD recognize the advisability and on occasions the necessity of SUPERINTENDENT to attend seminars, courses, or programs conducted or sponsored at the local, state, or national levels. It is understood and agreed that the district shall permit a reasonable amount of time for the SUPERINTENDENT to attend such meetings, for the BOARD to pay for necessary fees and travel and subsistence expenses, as may be approved by the BOARD or as may be set forth in local Board policy. This provision shall be limited to seminars, courses, or programs that would be for the benefit of the Boyd County Schools. The BOARD shall have ultimate discretion in determining the SUPERINTENDENT's attendance and the amount of money to defray reasonable and necessary travel and subsistence expenses.

However, if the SUPERINTENDENT elects to attend any function, meeting, seminar, or program wherein he 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 required working days and the BOARD shall not pay the SUPERINTENDENT's expenses involved with such functions.

4. COMPENSATION

The salary shall be $101,000.00 per school year. The salary shall be paid in bi-monthly installments on the same dates as 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 AGREEMENT, 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 AGREEMENT shall be in the form of an amendment to this AGREEMENT. Any said adjustment shall become part of this AGREEMENT, but shall not be deemed that the BOARD and SUPERINTENDENT have entered into a new AGREEMENT, nor shall it be deemed that the termination date of the existing AGREEMENT 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. The BOARD shall, at least on an annual basis, conduct an evaluation of the SUPERINTENDENT.

5. WORKING DAYS AND BENEFITS

a. Working Days It is understood and agreed that each school year, from July 1 through June 30 during the term of this AGREEMENT, shall consist of 240 working days. If the SUPERINTENDENT elects to be away from the job for five (5) or more 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.

b. Leaves The SUPERINTENDENT shall accrue all leave days as authorized by Board Policy for certified employees.

c. Expenses The BOARD shall pay or reimburse SUPERINTENDENT for reasonable expenses approved by BOARD and incurred by SUPERINTENDENT in the continuing performance of his duties under this AGREEMENT, as determined by the BOARD and according to Board Policy.

d. Professional Dues The BOARD recognizes the mutual benefits derived by the SUPERINTENDENT and the BOARD of the SUPERINTENDENT's membership in certain professional organizations. The BOARD agrees to pay dues for the Kentucky Association of School Administrators (KASA).

e. Automobile Expenses The SUPERINTENDENT shall be paid a $650.00 per month vehicle allowance.

f. Retirement Benefits The SUPERINTENDENT shall have the same retirement benefits as provided all other certified employees under the Kentucky Teachers Retirement System and as in Board policy.

g. Health Insurance The SUPERINTENDENT shall have the same health insurance benefits as provided all other certified employees under Board policy.

6. TERMINATION OF EMPLOYMENT AGREEMENT

This AGREEMENT may be terminated as per the Board's Policy and shall

also include the following:

a. By expiration of its term;

b. Mutual agreement of the parties;

c. Discharge for cause.

BOARD POLICY

The SUPERINTENDENT's duties and obligations are governed by Board policy, unless otherwise specifically modified hereinabove.

All benefits of the SUPERINTENDENT are specifically spelled out in this AGREEMENT and override any general policy which might be in existence for other employees

SAVINGS CLAUSE

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

MISCELLANEOUS

This AGREEMENT 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 agreement, the text shall control.

This AGREEMENT shall be executed in duplicate originals.

This AGREEMENT contains all of the terms agreed upon by the parties with respect to the subject matter of this AGREEMENT 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 SUPERINTENDENT have caused this AGREEMENT 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 BOYD COUNTY

BY: Robert E. Green
CHAIRPERSON

ATTEST:

_____
SECRETARY

R. Brock Walter
R. BROCK WALTER, SUPERINTENDENT

COMMONWEALTH OF KENTUCKY)

COUNTY OF BOYD)

I, a Notary Public in and for the aforesaid county and state, do hereby certify that the foregoing Contract was this day before me in my said county and state, duly executed, acknowledged, subscribed and sworn to by Bob Green, as Chairperson for the Boyd County Board of Education, to be his free act and deed and the free act and deed of the Boyd County Board of Education by him as its Chairperson.

This 25th day of April, 2013.

Terry C. Stevens
Notary Public, State-at-Large, KY
My Commission expires: 10-7-15

COMMONWEALTH OF KENTUCKY)

COUNTY OF BOYD)

I, a Notary Public in and for the aforesaid county and state, do hereby certify that the foregoing Contract was this day before me in my said county and state, duly executed, acknowledged, subscribed and sworn to by R. Brock Walter to be his free act and deed.

This 25th day of April, 2013.

Terry C. Stevens
Notary Public, State-at-Large, KY
My Commission expires: 10-7-15

Marcum, Angie

From: Walter, Brock
Sent: Thursday, June 13, 2013 12:32 PM
To: Marcum, Angie

Mrs. Marcum -

The following changes need to be made to contract for the 2013-2014 school year:

Superintendent Contract reduced 6 days from 240 to 234 days with corresponding reduction in Salary.

Thank You

Brock Walter

R. Brock Walter
Superintendent
Boyd County Public Schools
"The Leader in Learning"
1104 Bob McCullough Drive
Ashland, Ky. 41102
Phone: 606-928-4141 ext. 2034
Cell #: 606-547-6267
Fax: 606-928-4771
Email: brock.walter@boyd.kyschools.us

13-14

240) 101,000
= 420.83/PAY

234 x 420.83 =
98,474.22

Base = 56,728.00
Pay = 15,023.66
Extra = 26,728.56

BOYD COUNTY SCHOOLS
ASHLAND, KENTUCKY SECOND AMENDMENT TO
CONTRACT EMPLOYING SUPERINTENDENT

This SECOND AMENDMENT TO CONTRACTUAL AGREEMENT is made and entered into this 24 day of June, 2014, by and between the BOARD OF EDUCATION OF BOYD COUNTY (hereinafter the ABOARD@), and R. BROCK WALTER (hereinafter ASUPERINTENDENT").

WITNESSETH:

WHEREAS, The parties hereto entered into that certain Contractual Agreement effective July 1, 2013 and that certain Amendment to Contractual Agreement dated June 24, 2014 (hereinafter collectively "Contractual Agreement"); and

WHEREAS, the parties hereto desire to amend the terms of said Contractual Agreement relating to the Superintendent's compensation and Commonwealth of Kentucky increases in compensation for all certified employees.

COPY

NOW, THEREFORE, the BOARD and SUPERINTENDENT, for and in consideration of the mutual terms and conditions set forth in this amendment and those set forth in the Contractual Agreement, agree to amend the above-described contract as follows:

1. The first sentence of Paragraph 4 is hereby amended to state: "Effective July 1, 2014 the salary shall be $102,010.00 per school year. Further, for all school years after the 2014/2015 year, the Superintendent shall receive the same increases in compensation as may be provided by the Commonwealth of Kentucky from time to time to all other certified employees of the Boyd County School District."

2. Paragraph 5(a) is hereby amended to state:

"Working Days It is understood and agreed that each school year, from July 1 through June 30 during the term of this AGREEMENT, shall consist of 234 working days. If the SUPERINTENDENT elects to be away from the job for five (5) or more 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.

3. Paragraph 5(d) is hereby amended to state:

"Professional Dues The BOARD recognizes the mutual benefits derived by the SUPERINTENDENT and the BOARD of the SUPERINTENDENT's membership in certain professional organizations. The BOARD agrees to pay dues for the Kentucky Association of School Administrators (KASA) and the Kentucky Association of School Superintendents (K.A.S.S.)."

4. All references in the Contractual Agreement to 240 working days shall be amended to be 234 days as of July 1, 2014.

5. Unless specifically amended hereby, the terms and conditions of that certain Contractual Agreement effective July 1, 2013 and the Amendment to Contractual Agreement dated June 24, 2014 by and between the parties hereto shall remain as stated therein.

IN TESTIMONY THEREOF, the BOARD and 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 above written.

BOARD OF EDUCATION OF BOYD COUNTY

BY: Robert E. Green
CHAIRPERSON

ATTEST:

_____
SECRETARY

R. Brock Walter 6-25-14
R. BROCK WALTER, SUPERINTENDENT

COMMONWEALTH OF KENTUCKY)

COUNTY OF BOYD)

I, a Notary Public in and for the aforesaid county and state, do hereby certify that the foregoing Amendment was this day before me in my said county and state, duly executed, acknowledged, subscribed and sworn to by Bob Green, as Chairperson for the Boyd County Board of Education, to be his free act and deed and the free act and deed of the Boyd County Board of Education by him as its Chairperson.

This 25th day of June, 2014.

Carolyn S. Chaney
Notary Public, State-at-Large, KY
My Commission expires: July 8, 2017

{00393616-3 }

COMMONWEALTH OF KENTUCKY)

COUNTY OF BOYD)

I, a Notary Public in and for the aforesaid county and state, do hereby certify that the foregoing Amendment was this day before me in my said county and state, duly executed, acknowledged, subscribed and sworn to by R. Brock Walter to be his free act and deed.

This 25th day of June, 2014.

Carolyn S. Chaney
Notary Public, State-at-Large, KY
My Commission expires: July 8, 2017

[00393616-3]