AGREEMENT

**BY THIS AGREEMENT,** made and entered into this 1st day of July, 2011, the Caldwell County Board of Education of Caldwell County, Kentucky, hereinafter referred to as "EMPLOYER", hereby employs Carrell Boyd of Caldwell County, Kentucky, hereinafter referred to as "EMPLOYEE", as Superintendent of the Caldwell County School District of Caldwell County, Kentucky, for a term of four (4) years from July 1, 2012 through June 30, 2016, subject to the terms and conditions set forth herein.

The EMPLOYEE hereby covenants that he will perform the duties of Superintendent as prescribed by law and in such manner as the EMPLOYER may from time to time direct. The EMPLOYEE shall also assume the duties of Chief Financial Officer of the school district.

IN CONSIDERATION of such services, and the other provisions contained herein, the EMPLOYER and EMPLOYEE agree as follows:

1. **ANNUAL SALARY:** EMPLOYER shall pay EMPLOYEE an annual salary of One Hundred Thirty One Thousand Three Hundred ($131,300.00) Dollars for a period of time beginning July 1, 2012 through June 30, 2013. Beginning July 1, 2013 and each year thereafter during the term of the contract, or any extension thereof, the salary of the previous year shall be increased by one (1%) percent. Pursuant to KRS 160.350 (4), the Board, by majority vote prior to June 30th of any year, may extend this contract for one year.

2. **LIFE INSURANCE:** In further consideration of services to be rendered by the EMPLOYEE, the EMPLOYER agrees to maintain for the benefit of the EMPLOYEE a life insurance policy equal to One Hundred Thousand ($100,000.00) Dollars.

3. **HEALTH INSURANCE:** The EMPLOYER further agrees to provide a family health insurance policy with coverage to be identical to the coverage afforded to certified employees of the EMPLOYER.

4. **MOTOR VEHICLE:** The EMPLOYER [illegible]

use outside of Caldwell County, Kentucky. It is understood by the parties that the EMPLOYEE may utilize said vehicle for business and personal use.

5. **TECHNOLOGY AND EQUIPMENT:** The Board, at its expense, shall provide the Superintendent with computer equipment, cellular telephone, internet services and other necessary communication services that will allow the Superintendent to perform the duties of the office while at home or traveling.

6. **PROFESSIONAL ORGANIZATIONS:** The EMPLOYER agrees to pay the necessary professional membership fees and dues for the EMPLOYEE in the KASA and KASS Associations. The EMPLOYER will pay on behalf of the EMPLOYEE all expenses of EMPLOYEE incurred for participation in the conferences of KASA, AASA, KASS, NSBA and KSBA in accordance with the existing board policy relative to employee expenses.

7. **VACATION, SICK DAYS AND PERSONAL LEAVE:** The EMPLOYER agrees that each year the EMPLOYEE will be employed for 240 days per year and will be allowed fifteen (15) annual vacation days; one (1) sick day per month; three (3) personal days per year; and six (6) paid holidays.

8. **IDEMNIFICATION AND LEGAL EXPENSES:** The EMPLOYER agrees as a further condition of this employment contract that the school district shall defend, hold harmless and indemnify the EMPLOYEE from any and all demands, claims, suits actions and legal proceedings brought against the EMPLOYEE in his official capacity as agent and employee of the district, provided the incident arose while the EMPLOYEE was acting within the scope of his employment as Superintendent. If, in the good faith opinion of the EMPLOYEE, a conflict exists, as regards to the defense of such claim between the legal position of the EMPLOYEE and the legal position of the district, the EMPLOYEE may engage counsel, in which event the district shall indemnify and reimburse the EMPLOYEE for the costs of said legal defense.

**IN WITNESS WHEREOF,** the parties have executed this agreement at Princeton, Caldwell County, Kentucky, on the day and date first above written.

**CALDWELL COUNTY BOARD OF EDUCATION**

**By:** _____
**Charles Watson, Chairman**

Have seen and approved:

_____
Kim Jackson, Board Member

_____
Marlene Coursey, Board Member

_____
Mike Traylor, Board Member

_____
Tim Kennaday, Board Member

**EMPLOYEE/SUPERINTENDENT**

_____
**William Carrell Boyd**

**COMMONWEALTH OF KENTUCKY**

**COUNTY OF CALDWELL**

The foregoing Agreement was acknowledged to before me by Charles Watson, Chairman of the Caldwell County Board of Education, and William Carrell Boyd, Superintendent, this 1st day of July, 2011.

My Commission Expires: 2-20-2011

SEAL

_____
Notary Public

This instrument prepared by:

_____
Marc Wells
Attorney at Law

**ADDENDUM**

THIS ADDENDUM, executed this _____ day of May, 2015, made and entered into by the Caldwell County Board of Education, of Caldwell County, Kentucky, hereinafter referred to as "EMPLOYER", and Carrell Boyd, Superintendent of the Caldwell County School District, hereinafter referred to as "EMPLOYEE";

WHEREAS, the parties to this agreement have entered into an Employment Agreement, dated July 1. 2011, for a term of four (4) years beginning July 1, 2012 through June 30, 2016;

WHEREAS, it is the mutual desire of the parties to amend said agreement to the extent setforth herein by execution of this Addendum.

THEREFORE, for and in consideration of the terms setforth below the parties agree as follows:

1. The previous Agreement is modified to the extent that paragraph 3 entitled "Health Insurance" shall be deleted. Effective to January 1, 2015, health insurance shall not be provided by employer to employee.

2. The employer and employee agree that due to the deletion of paragraph 3 of the Agreement dated July 1, 2011, effective retroactively to January 1, 2015, the annual salary of employee shall be increased by the sum of Five Hundred Fifty ($550.00) Dollars per month and shall be adjusted annually in accordance with the provisions of paragraph 1 of the Employment Agreement of July 1, 2011.

3. All remaining provisions of the Agreement of July 1, 2011, not inconsistent with the foregoing, shall remain unaltered and binding upon the respective parties.

IN WITNESS WHEREOF, the parties have executed this Addendum at Princeton, Caldwell County, Kentucky, on the date first written above.

CALDWELL COUNTY BOARD
OF EDUCATION

MIKE TRAYLOR, Chairman

Have seen and approved:

Kim Jackson, Board Member

Bill Clift, Board Member

Susan Knight, Board Member

Tim Kennaday, Board Member

EMPLOYEE/SUPERINTENDENT

CARRELL BOYD

COMMONWEALTH OF KENTUCKY

COUNTY OF CALDWELL

The foregoing Addendum was acknowledged to before me by Mike Traylor, Chairman of the Caldwell County Board of Education, and Carrell Boyd, Superintendent, this _____ day of May, 2015.

My Commission Expires: 06-17-18 ID No. 513565

SEAL

Notary Public

This instrument prepared by:

Marc Wells
Attorney at Law
209 West Main Street
PO Box 644
Princeton, Kentucky 42445
270-365-5576