AMENDMENT TO CONTRACT EMPLOYING SUPERINTENDENT

THIS AMENDMENT TO CONTRACT EMPLOYING SUPERINTENDENT ("Third Amended Agreement") is executed as of June 21, 2017 ("Effective Date"), between **THE DAYTON INDEPENDENT SCHOOLS BOARD OF EDUCATION ("BOARD") and JAY BREWER ("SUPERINTENDENT").**

WHEREAS, the parties entered into a Contract Employing Superintendent ("Agreement") on August 26, 2015 and the Agreement's term commenced on July 1, 2016;

WHEREAS, the BOARD and the SUPERINTENDENT have received information indicating the SUPERINTENDENT'S vacation days provided in the Agreement are not able to be credited to the SUPERINTENDENT'S Kentucky Teacher's Retirement System's retirement calculation upon the SUPERINTENDENT'S retirement;

WHEREAS, the BOARD and the SUPERINTENDENT intended for the SUPERINTENDENT'S vacation days provided in the Agreement to be credited to the SUPERINTENDENT'S Kentucky Teacher's Retirement System's retirement calculation upon the SUPERINTENDENT'S retirement;

WHEREAS, the BOARD and the SUPERINTENDENT mutually desire to amend the Agreement to provide a benefit which would be equal to or similar to the original benefit intended for the SUPERINTENDENT;

NOW, THEREFORE, in consideration of the foregoing and the representations, warranties, covenants and agreements herein contained, the parties hereby agree as follows:

1. A new Section 5f. of the Agreement is hereby added to the Agreement to read as follows:

Vacation Days Payout – The BOARD shall pay a sum to the SUPERINTENDENT at the last pay period each school year in the amount of the number of unused vacation days of the SUPERINTENDENT multiplied by the result of dividing the numerator (Annual Salary of the SUPERINTENDENT) by the denominator (total work days of the SUPERINTENDENT). The SUPERINTENDENT shall not carry-over any vacation days from one year to another.

2. A new Section 5g. of the Agreement is hereby added to the Agreement to read as follows:

One-Time Vacation Days Payout – The BOARD shall pay a sum to the SUPERINTENDENT at the last pay period of the 2016-2017 school year in the amount of the number of unused vacation days the SUPERINTENDENT has accumulated during his tenure as Superintendent of the Dayton Independent Schools multiplied by the result of dividing the numerator (Annual Salary of the SUPERINTENDENT) by the denominator (total work days of the SUPERINTENDENT), which is exactly the sum of Thirty Thousand Seven Hundred Fourteen and 26/100 Dollars ($30,714.26). The SUPERINTENDENT

shall have zero vacation days after the SUPERINTENDENT receives the sum of $30,714.26.

3. Section 5a. shall be amended as follows:

The following sentence in Section 5a shall be removed and deleted in its entirety:

"In the event that the SUPERINTENDENT does not utilize one or more of his 12 vacation days, such unused days shall be added to the next school years vacation days."

The remainder of Section 5a. shall remain unchanged.

4. In all other respects the Agreement shall remain in full force and effect without change.

IN WITNESS WHEREOF, this Amendment has been executed by the parties hereto on the day and year written below to be effective on the day and year first written above.

In TESTIMONY THEREOF, the BOARD AND SUPERINTENDENT have caused this AMENDMENT TO CONTRACT EMPLOYING SUPERINTENDENT 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.

DAYTON INDEPENDENT BOARD OF EDUCATION

BY: Rosann Sharon
ROSANN SHARON, CHAIRPERSON

ATTEST:

Patricia Gosney
PATRICIA GOSNEY, FINANCIAL OFFICER

COMMONWEALTH OF KENTUCKY
COUNTY OF CAMPBELL, SS

SWORN AND SUBSCRIBED TO AND INITIALED before me a Notary Public by the above-named Chairperson of the Dayton Independent Schools Board of Education, Rosann Sharon, on this 21st day of June, 2017.

Mary McCormick
NOTARY PUBLIC – State at Large
My Commission expires: 9/13/20
Notary # 563127

RS
R.S.

P.G.

J.B.
J.B.

COMMONWEALTH OF KENTUCKY
COUNTY OF CAMPBELL, SS

SWORN AND SUBSCRIBED TO AND INITIALED before me a Notary Public by the above-named Financial Officer of the Dayton Independent Schools Board of Education, Patricia Gosney, on this 21st day of June, 2017.

Mary McCormick
NOTARY PUBLIC – State at Large
My Commission expires: 9/13/20
Notary #563127

JAY BREWER, SUPERINTENDENT

COMMONWEALTH OF KENTUCKY
COUNTY OF CAMPBELL, SS

SWORN AND SUBSCRIBED TO AND INITIALED before me a Notary Public by the above-named Jay Brewer on this 21st day of June, 2017.

Mary McCormick
NOTARY PUBLIC – State at Large
My Commission expires: 9/13/20
Notary #563127

R.S. P.G. J.B.