

THIRD AMENDMENT TO CONTRACT EMPLOYING SUPERINTENDENT

THIS THIRD AMENDMENT TO CONTRACT EMPLOYING SUPERINTENDENT ("Third Amended Agreement") is executed as of July 1, 2015 ("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 May 14, 2012 and the Agreement's term commenced on July 1, 2012;

WHEREAS, the parties entered into a First Amendment to Contract Employing Superintendent ("First Amended Agreement") on July 24, 2013 that was effective July 1, 2013;

WHEREAS, the parties entered into a Second Amendment to Contract Employing Superintendent ("First Amended Agreement") on June 25, 2014 that was effective July 1, 2014;

WHEREAS, following the BOARD'S evaluation of the SUPERINTENDENT conducted pursuant to Paragraph 4 of the Agreement in open session of the regular monthly meeting of the BOARD on May 27, 2015, the BOARD determined that the SUPERINTENDENT'S excellent service to the BOARD, dedication to the Dayton Independent Schools District and exemplary leadership of the school personnel are worthy of an increase in benefits for the remainder of the term of the Agreement;

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

1. Section 5d. of the Agreement is hereby amended to read as follows:

- a. Retirement Benefits – The BOARD shall pay a sum to the SUPERINTENDENT each pay period in an amount equal to the amount the SUPERINTENDENT contributes to the Kentucky Teachers' Retirement System.

2. In all other respects the Agreement, First Amended Agreement and Second Amended Agreement shall remain in full force and effect without change.

IN WITNESS WHEREOF, this Third Amended Agreement 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 THIRD 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.

R.S.

P.G.

J.B.

DAYTON INDEPENDENT BOARD OF EDUCATION

BY: _____
ROSANN SHARON, CHAIRPERSON

ATTEST:

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 ____ day of _____, 2015.

NOTARY PUBLIC – State at Large
My Commission expires: _____

COMMONWEALTH OF KENTUCKY
COUNTY OF CAMPBELL, SS

SIGNED before me a Notary Public by the above named Financial Officer of the Dayton
Independent Schools Board of Education, Patricia Gosney, on this ____ day of _____, 2015.

NOTARY PUBLIC – State at Large
My Commission expires: _____

JAY BREWER, SUPERINTENDENT

COMMONWEALTH OF KENTUCKY
COUNTY OF CAMPBELL, SS

R.S.

P.G.

J.B.

SWORN AND SUBSCRIBED TO AND INITIALED before me a Notary Public by the
above named Jay Brewer on this _____ day of _____, 2015.

NOTARY PUBLIC – State at Large
My Commission expires: _____

R.S.

P.G.

J.B.