

**WARREN COUNTY SCHOOL DISTRICT
AMENDMENT TO EMPLOYMENT AGREEMENT OF SUPERINTENDENT**

THIS AGREEMENT is entered into this 30 day of March, 2015, by and between the Warren County School District ("District") and William A. Clark, an individual ("Superintendent").

WHEREAS, District and Superintendent are parties to an agreement dated June 24, 2013 (the "Agreement"), providing for the employment by District of Superintendent through June 30, 2018; and

WHEREAS, the Agreement provides that the Parties can consider and agree upon a termination of the Agreement prior to the originally stated termination date; and

WHEREAS, the Parties have engaged in discussions relative to a modification of the Agreement; and

WHEREAS, both Parties agree to the terms of this Amendment to the Agreement, knowingly and willingly, agreeing that the terms are fair and acceptable;

NOW, THEREFORE, the Parties, intending to be legally bound hereby, and in consideration of the mutual covenants contained herein, hereby agree as follows:

1. Paragraph I of the Agreement hereby is modified to provide that the Agreement will expire no later than June 30, 2016.
2. Paragraph IV.A. of the Agreement hereby is modified and shall be replaced in its entirety with the following:

IV. DUTIES AND FULL-TIME EMPLOYMENT

A. The Superintendent shall be charged with carrying out any and all duties statutorily reserved exclusively for the Superintendent as well as all duties as established, assigned and / or directed by the Board from time to time.

3. Effective March 16, 2015, and notwithstanding any prior Agreement to the contrary, Superintendent's salary shall be \$120,350.00 per year.
4. All other provisions of the Agreement shall remain in full force and effect unmodified by this Amendment, except to the extent explicitly described herein.
5. Both Parties understand and agree that nothing in the Agreement or in this Amendment shall be construed as an absolute guarantee of continued employment for any specified term and that nothing in this Agreement shall set any precedent or binding practice for future dealings between the Parties.

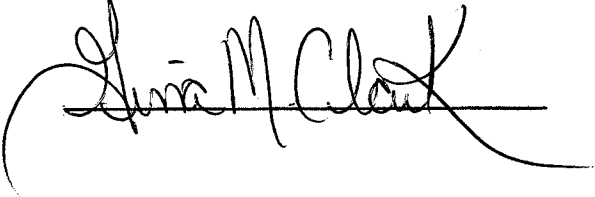
ATTEST

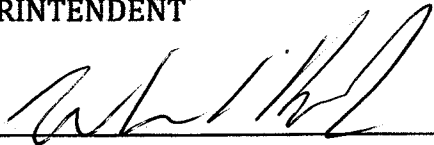
WARREN COUNTY SCHOOL DISTRICT

BY: _____

ATTEST

SUPERINTENDENT

_____

BY: _____
William A. Clark, Superintendent