## AMENDED CONTRACT EMPLOYING SUPERINTENDENT

**THIS AMENDED CONTRACT EMPLOYING SUPERINTENDENT**, made and entered into this 21st day of January, 2016, by and between the **CORBIN BOARD OF EDUCATION** (hereinafter referred to as the "Board"), and **DAVID B. COX** (hereinafter referred to as "Superintendent"), and authorized by action at a lawful meeting of the Board held on the 21st day of January, 2016, and as found in the minutes of that meeting.

**W I T N E S S E T H:**

**WHEREAS**, the Board and Superintendent entered into that certain Contract Employing Superintendent dated November 23, 2015; and

**WHEREAS**, the Board and Superintendent desire to amend that certain Contract Employing Superintendent dated November 23, 2015.

**NOW, THEREFORE**, for and in consideration of the premises, the terms, conditions, and obligations herein specified, the Board and Superintendent agree as follows:

1. Numerical paragraph 6. of the Contract Employing Superintendent dated November 23, 2015, is hereby amended and shall read as follows:

> 6. The annual salary of the Superintendent shall be ($119,350.00), which shall be paid in equal installments in accordance with the policy of the Board governing payment of salary to other certified employees in the school district.

2. Numerical paragraph 8. of the Contract Employing Superintendent dated November 23, 2015, shall be and is hereby deleted and omitted in its entirety, and shall be of no force and effect.

3. All other terms, conditions, and obligations of that certain Contract Employing Superintendent dated November 23, 2015, shall remain in full force and effect except as expressly amended herein.

**IN TESTIMONY WHEREOF**, the Board and Superintendent have caused this Amended 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.

**CORBIN BOARD OF EDUCATION**

BY: Kimberly R Croley

KIMBERLY CROLEY, CHAIRPERSON

ATTEST:

David Cox

SECRETARY

David B. Cox

**DAVID B. COX, SUPERINTENDENT**

COMMONWEALTH OF KENTUCKY
COUNTY OF WHITLEY

Subscribed and sworn to before me by Kimberly Croley, Chairperson of Corbin Board of Education, on this 21st day of January, 2016.

Alicia Logan

NOTARY PUBLIC

My Commission expires: 8-18-19

COMMONWEALTH OF KENTUCKY
COUNTY OF WHITLEY

Subscribed and sworn to before me by David B. Cox, on this 21st day of January, 2016.

Alicia Logan

NOTARY PUBLIC

My Commission expires: 8-18-19

## CONTRACT EMPLOYING SUPERINTENDENT

**THIS CONTRACT**, made and entered into this 23rd day of Nov., 2015, by and between the **CORBIN BOARD OF EDUCATION** (hereinafter referred to as the "Board"), and **DAVID B. COX** (hereinafter referred to as "Superintendent"), and authorized by action at a lawful meeting of the Board held on the 23rd day of Nov., 2015, and as found in the minutes of that meeting.

**W I T N E S S E T H:**

**WHEREAS**, the Superintendent desires employment by the Board as Superintendent of Schools of Corbin Independent School District, Corbin, Kentucky; and

**WHEREAS**, Board desires to employ Superintendent as Superintendent of Schools of Corbin Independent School District; and

**WHEREAS**, Superintendent holds a Certificate of Administration and Supervision issued in accordance with the provision of Kentucky law which qualifies him to hold the position of Superintendent.

**NOW, THEREFORE**, for and in consideration of the premises, the terms and conditions contained herein, and the compensation and obligations herein specified, the Board and Superintendent agree as follows:

1. Superintendent is hereby hired and retained for a term commencing on January 1, 2016 to June 30, 2018 as Superintendent of Schools for the Corbin Independent School District, Corbin, Kentucky, in accordance with common laws and Kentucky Revised Statutes and the rules and regulations prescribed in pursuance thereof. Further, the work days for the Superintendent as Superintendent of School for the Corbin Independent School District, Corbin, Kentucky, shall be 240 days.

2. The Superintendent shall furnish to the Board during the term of this Contract a valid and appropriate certificate to act as Superintendent in accordance with the laws of the Commonwealth of Kentucky and as directed by the Board, and comply with KRS 160.350.

3. The duties and responsibilities of Superintendent shall be all those duties incident to the Office of Superintendent imposed by the law 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. Further, the Superintendent shall devote his entire time to the discharge of these duties and responsibilities and his failure to do so will invalidate this Contract. Provided however, the Superintendent shall be permitted to continue teaching his one (1) night class, once per week, at Union College, Barbourville, Kentucky, only through Union College's 2016 Spring semester and no further.

4. The Superintendent may be appointed Secretary to the Board in accordance with the provisions of KRS 160.440.

5. The Superintendent shall during the term of this Contract be a resident of and maintain his residence, physically, within the Corbin Independent School District, Corbin, Kentucky.

6. The annual salary of the Superintendent shall continue at the current level, ($110,000.00), which shall be paid in equal installments in accordance with the policy of the Board governing payment of salary to other certified employees in the school district.

7. The Superintendent shall receive annual salary increases in proportion to that received by teachers and certified employees, if any, based on annual salary.

8. The Superintendent shall receive, for each year of the term of this Contract, the annual premium cost of a group whole life insurance policy with a face value of two hundred fifty thousand dollars ($250,000.00), insuring the life of the Superintendent. Further, the said group whole life insurance policy, the amount of its annual premium costs, coverage and terms and conditions shall be acceptable to and approved by the Board.

9. The Superintendent shall receive, for each year of the term of this Contract, the annual premium cost of group family health insurance policy. Further, the said group family health insurance policy, the amount of its annual premium costs, coverage and terms and conditions, shall be acceptable to and approved by the Board.

10. Pursuant to KRS 160.350(4), the Board, by majority vote prior to June 30th of any year, may extend this contract for one (1) year.

11. The Superintendent shall receive, for each year of the term of this Contract, the annual premium cost of professional liability insurance with a regular coverage amount of two million dollars ($2,000,000.00), insuring the Superintendent against professional liability. Said professional liability insurance shall be obtained by the Superintendent through a professional association of which the Superintendent is a member. Further, the said professional liability insurance, the amount of its annual premium costs, coverage and terms and conditions, shall be acceptable to and approved by the Board.

12. During the term of this Contract, the professional dues of the Superintendent shall be paid by the Board for the Superintendent to be a member of the Kentucky Association for School Superintendents (KASS), the Kentucky Association for School Administrators (KASA), the Association for Supervision and Curriculum Development (ASCD), and the Kentucky School Plant Management Association (KSPMA). Dues for membership in other professional associations will be considered by the Board upon request by the Superintendent.

13. During the term of this Contract, the Board, at its cost and expense, shall provide to the Superintendent , for use at his residence, a computer and on-line internet service. Further, during the term of this Contract, at its cost and expense, the Board shall provide to the Superintendent a motor vehicle, along with its costs of operation, from the school district's fleet to be used for the school districts business only, including transportation to and from the Superintendent's residence. In addition, during the term of this Contract, the Board, at its cost and expense, shall provide to the Superintendent telecommunication devices to perform the duties of the position of Superintendent.

14. The Superintendent shall receive the holidays and vacation benefits pursuant to the terms and conditions set forth in Board Policy 03.122, Holidays and Vacation.

15. The Superintendent shall receive, for each year of the term of this Contract, sick leave days the same as other certified employees. The foregoing sick leave days, if not taken by the Superintendent during any year hereof, shall accumulate without limitation. Upon retirement by the Superintendent from the Corbin Independent School District, pursuant to Board Policy 03.175, the Board shall compensate the Superintendent at the time of retirement for each unused sick day at the rate of thirty percent (30%) of his daily salary. This calculation shall be based on the Superintendent's last annual salary as provided for and set forth in Board Policy 03.175 and KRS 161.155, which are both incorporated herein by reference.

16. Any notice or communication permitted or required under this Contract shall be in writing and shall become effective on the day of mailing thereof by first class mail, registered or certified mail, postage prepaid, addressed:

If to Board: Chairperson
Corbin Board of Education
108 Roy Kidd Avenue
Corbin, Kentucky 40701

If to Superintendent: David B. Cox
142 Lyric Lane
Corbin, Kentucky 40701

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

18. This Contract has been executed in Corbin, Whitley County, Kentucky, and shall be governed in accordance with the laws of the Commonwealth of Kentucky and sole jurisdiction and venue for any dispute shall be heard in Whitley Circuit Court, Williamsburg, Kentucky.

19. This Contract shall be executed in duplicate originals.

20. This Contract contains all of the terms agreed upon by the parties with respect to the subject matter of this Contract and supersedes all prior agreements, arrangements and communications between the parties concerning such subject matter, whether oral or written.

**IN TESTIMONY WHEREOF**, the Board and Superintendent have caused this Contract 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.

**CORBIN BOARD OF EDUCATION**

BY: _____
KIMBERLY CROLEY, CHAIRPERSON

ATTEST:
_____
SECRETARY

_____
**DAVID B. COX, SUPERINTENDENT**

COMMONWEALTH OF KENTUCKY
COUNTY OF WHITLEY

Subscribed and sworn to before me by Kimberly Croley, Chairperson of Corbin Board of Education, on this 23rd day of November, 2015.

_____
NOTARY PUBLIC

My Commission expires: 8-18-19

COMMONWEALTH OF KENTUCKY
COUNTY OF WHITLEY

Subscribed and sworn to before me by David B. Cox, on this 23rd day of November, 2015.

_____
NOTARY PUBLIC

My Commission expires: 8-18-19