AMENDED CONTRACT EMPLOYING SUPERINTENDENT

THIS AMENDED CONTRACT EMPLOYING SUPERINTENDENT, made and entered into this 13th day of June, 2013, by and between the **CORBIN BOARD OF EDUCATION** (hereinafter referred to as the "Board"), and **M. EDGAR McNEEL** (hereinafter referred to as "Superintendent"), and authorized by action at a lawful meeting of the Board held on the 13th day of June, 2013, and as found in the minutes of that meeting.

WITNESSETH:

WHEREAS, The Board and Superintendent entered into that certain Contract Employing Superintendent dated March 6, 2012; and

WHEREAS, the Board and Superintendent desire to amend that certain Contract Employing Superintendent dated March 6, 2012; and

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 1. of the Contract Employing Superintendent dated March 6, 2012, is hereby amended and shall read as follows:

> 1. Superintendent is hereby hired and retained for a term commencing on July 1, 2012 to June 30, 2015 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 Schools for the Corbin Independent School District, Corbin, Kentucky, shall be 240 days.

2. Numerical paragraph 11. of the Contract Employing Superintendent dated March 6, 2012, is hereby amended and shall read as follows:

> 11. 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) and the Kentucky Association for School Administrators (KASA). Dues for membership in other professional associations will be considered by the Board upon request by the Superintendent.

3. Numerical paragraph 13. of the Contract Employing Superintendent dated March 6, 2012, is hereby amended and shall read as follows:

> 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 costs and expense, shall provide to the Superintendent telecommunication devices to perform the duties of the position of Superintendent.

4. All other terms, conditions, and obligations of that certain Contract Employing Superintendent dated March 6, 2012, 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 A Croley

KIMBERLY CROLEY, CHAIRPERSON

ATTEST:

SECRETARY

M. EDGAR McNEEL, SUPERINTENDENT

COMMONWEALTH OF KENTUCKY
COUNTY OF WHITLEY

Subscribed and sworn to before me by Kimberly Croley, Chairperson of Corbin Board of Education, on this 13th day of June, 2013.

Alicia Hogan
NOTARY PUBLIC
My Commission expires: 8-15-15

COMMONWEALTH OF KENTUCKY
COUNTY OF WHITLEY

Subscribed and sworn to before me by M. Edgar McNeel, on this 13th day of June, 2013.

Alicia Hogan
NOTARY PUBLIC
My Commission expires: 8-15-15

CONTRACT EMPLOYING SUPERINTENDENT

THIS CONTRACT, made and entered into this 6th day of March, 2012, by and between the **CORBIN BOARD OF EDUCATION** (hereinafter referred to as the "Board"), and **M. EDGAR McNEEL** (hereinafter referred to as "Superintendent"), and authorized by action at a lawful meeting of the Board held on the 6th day of March, 2012, and as found in the minutes of that meeting.

W I T N E S S E T H:

WHEREAS, the Superintendent is presently employed by the Board and desires to continue his said employment; and

WHEREAS, Board desires to continue the employment of Superintendent; 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 July 1, 2012 to June 30, 2015 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.

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.

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

5. The Superintendent shall receive an annual salary of ONE HUNDRED THIRTY THOUSAND FIVE HUNDRED SEVENTY-THREE DOLLARS ($130,573.00), 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.

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

7. 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. Said whole life insurance policy shall be obtained by the Superintendent through a professional association of which the Superintendent is a member. 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.

8. The Superintendent shall receive, for each year of the term of this Contract, the annual premium cost of group family health insurance policy. Said group family health insurance policy shall be obtained by the Superintendent through a professional association of which the Superintendent is a member. 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.

9. 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.

10. 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.

11. During the term of this Contract, state and national professional dues of the Superintendent shall be paid by the Board in an amount not to exceed seven hundred and fifty dollars ($750.00) annually.

12. During the term of this Contract, the Board shall reimburse the Superintendent for any dues paid by the Superintendent for non-professional community activity clubs in an amount not to exceed five hundred dollars ($500.00) annually.

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.

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: M. Edgar McNeel
128 Cannonade Trail
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 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

_____
M. EDGAR McNEEL, SUPERINTENDENT

COMMONWEALTH OF KENTUCKY
COUNTY OF WHITLEY

Subscribed and sworn to before me by Kimberly Croley, Chairperson of Corbin Board of Education, on this 6th day of March, 2012.

Alicia Logan
NOTARY PUBLIC

My Commission expires: 8-15-15

COMMONWEALTH OF KENTUCKY
COUNTY OF WHITLEY

Subscribed and sworn to before me by M. Edgar McNeel, on this 6th day of March, 2012.

Alicia Logan
NOTARY PUBLIC

My Commission expires: 8-15-15