

**CONTRACT RE-EMPLOYING SUPERINTENDENT**

**THIS CONTRACT RE-EMPLOYING SUPERINTENDENT**, made and entered into this 13 day of July, 2017, 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 13th day of July, 2017, and as found in the minutes of that meeting.

**WITNESSETH:**

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

**WHEREAS**, the Board and the Superintendent entered into that certain Amended Contract Employing Superintendent dated January 21, 2016; and

**WHEREAS**, The Board and the Superintendent desire to enter into this Contract Re-Employing Superintendent to supercede and replace the aforesaid Contract Employing Superintendent dated November 23, 2015, and the Amended Contract Employing Superintendent dated January 21, 2016.

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

1. This Contract Re-Employing Superintendent shall hereby supercede and replace the Contract Employing Superintendent dated November 23, 2015, and the Amended Contract Employing Superintendent dated January 21, 2016.

2. The Superintendent is hereby re-hired and retained for a term commencing on the 1st day of July, 2017 to the 30<sup>th</sup> day of June, 2021, 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.

3. The Superintendent shall furnish to the Board during the term of this Contract Re-Employing Superintendent 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.

4. 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 and other duties and responsibilities as may be needed from time to time

and as 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 Re-Employing Superintendent.

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

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

7. The annual salary of the Superintendent shall be \$131,350.00, 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.

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

9. The Superintendent shall receive, for each year of the term of this Contract Re-Employing Superintendent, the annual premium cost of a single health insurance policy. Further, the said single 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 30<sup>th</sup> of any year, may extend this Contract Re-Employing Superintendent for one (1) year.

11. The Superintendent shall receive, for each year of the term of this Contract Re-Employing Superintendent, 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 Re-Employing Superintendent, the Superintendent shall be solely responsible for the cost of any and all professional dues, mileage, registrations, parking, lodging, meals, vehicle, conference costs, internet expenses, travel and related expenses. Provided however, the Board shall be responsible for mileage cost to the Superintendent for travel outside the Corbin Independent School District related to his duties set forth herein that is not associated with a conference.

13. 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.

14. The Superintendent shall receive, for each year of the term of this Contract Re-Employing Superintendent, 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.

15. Any notice or communication permitted or required under this Contract Re-Employing Superintendent 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

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

17. This Contract Re-Employing Superintendent 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.

18. This Contract Re-Employing Superintendent shall be executed in duplicate originals.

19. This Contract Re-Employing Superintendent contains all of the terms agreed upon by the parties with respect to the subject matter of this Contract Re-Employing Superintendent 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 Re-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 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 13<sup>th</sup> day of July, 2017.

Rhonda Sebbard  
NOTARY PUBLIC

My Commission expires: 8-18-2019

COMMONWEALTH OF KENTUCKY  
COUNTY OF WHITLEY

July Subscribed and sworn to before me by David B. Cox, on this 13<sup>th</sup> day of \_\_\_\_\_, 2017.

Rhonda Sebbard  
NOTARY PUBLIC

My Commission expires: 8-18-2019