SUPERINTENDENT'S CONTRACT

THIS CONTRACT is entered into effect this May 23, 2011, by and between the Board of Education of Montgomery County, Kentucky (hereinafter "Board"), and Joshua E. Powell (hereinafter "Superintendent").

- WITNESSETH –

WHEREAS, this Contract is made in accordance with and contingent upon the action of the Board as taken at a meeting held on May 16, 2011 whereby the Board voted to employ Joshua E. Powell as Superintendent of the Montgomery County School District in accordance with the provisions set forth herein; and

WHEREAS, the parties agree that the Superintendent shall perform the duties of the Superintendent of the Montgomery County School District as prescribed by the laws of the Commonwealth of Kentucky and by the policies and procedures of the Board of Education of Montgomery County, Kentucky.

NOW THEREFORE, the Board and Superintendent agree as follows:

1. Term: The term of this Agreement shall commence on July 1, 2011, and terminate on June 30, 2015, unless terminated sooner under the provisions of paragraph 5 of this Agreement. The Board shall take action and notify the Superintendent in writing no later than April 30, 2015, concerning the renewal or non-renewal of this Contract.

2. Professional Certification and Responsibilities of Superintendent:

   a. Certification: The Superintendent shall furnish throughout the life this Contract a valid and appropriate certificate to act as superintendent in the Commonwealth of Kentucky.

b. Contract Days: This Contract requires the services of the Superintendent for two hundred forty (240) days per year.

c. Duties: The Superintendent agrees to perform well and faithfully the duties of superintendent and to serve as chief executive agent of the Board, having such powers and duties as may be prescribed by law or by the Board from time to time. It is understood and agreed that the Superintendent, as chief executive officer of the Board, shall be in charge of District affairs, and the Board, individually and collectively, will refer matters before the board to the Superintendent for study and recommendation. However, this referral shall not prevent the Board from taking action on matters before the Board if the Board desires.

d. Outside Activities: The Superintendent agrees to devote the Superintendent's time, skill, labor, and attention to said employment during the term of this Contract. However, the Superintendent may undertake consultative work, speaking engagements, writing, lecturing, or other professional duties and obligations, which do not impede or conflict with the Superintendent's duties. The Superintendent may be allowed time to further the Superintendent's formal education at recognized college or university without loss of pay or annual leave during the months when school is not in session at the Superintendent's sole expense.

3. Compensation and Fringe Benefits:

a. Salary: The annual salary paid to the Superintendent during the first year of this Contract shall be one-hundred forty thousand ($140,000), to be paid in equal monthly installments on the same pay schedule as all other certified employees. The salary in each subsequent year shall not be less that the salary paid in the preceding year, and the

Superintendent shall receive the same percentage raises and average step increases, or other increases received by certified employees.

a. Insurance: To the extent the Superintendent is required to contribute premium payments to maintain a family plan of coverage under the Commonwealth's health and dental insurance plans, the Board shall pay the Superintendent's family contributions for said premium payments. The Board, at its expense, shall provide disability insurance to the Superintendent in the maximum amount permissible, and shall provide term life insurance, payable to the beneficiaries of the Superintendent's choosing, at the rate of ten times the base salary. The term life amount takes into consideration the young age of the Superintendent, which makes the policy more inexpensive than a policy for an average aged superintendent.

b. Annual Leave: The Superintendent shall receive twenty (20) days of paid annual leave per year pursuant to KRS 160.291(4). Pursuant to KRS 161.540(1), the Superintendent may accumulate a maximum of sixty (60) days of unused annual leave to be considered as part of the Superintendent's annual compensation and days shall accrue without limit, and the Superintendent shall be compensated for all days accrued at the time of retirement, separation, or termination of employment as Superintendent.

c. Sick and Personal Days: The Superintendent shall be entitled to twelve (12) days of paid leave per year for illness and three (3) paid days per year for personal reasons, which may accumulate without limit.

d. Retirement Benefits: The Superintendent shall accrue all leave days (other than vacation) as authorized by Board policy for certified employees. Consistent with

statutory law, the Superintendent shall be permitted to transfer all sick leave accumulated as of July 1, 2011. The Board shall reimburse the Superintendent for his contribution to the Kentucky Teacher Retirement System.

e. Annuity: The board shall provide an annuity of the Superintendent's choosing in an amount of five-thousand dollars ($5,000) ~~for every~~ per year of service.

f. Expenses: The Board shall allow the Superintendent mileage reimbursed for the use of the Superintendent's personal vehicle for travel completed for business purposes both inside and outside the District at the rate adopted by the Board for all certified employees. The Superintendent shall also be reimbursed for actual personal expenses incidental to the travel when an itemized statement of travel and expense is submitted per Board policy to an approved by the Board. The Board shall provide the Superintendent with an allowance of six-hundred fifty dollars ($650) per month as a vehicle allowance.

Board Policy

g. Professional Meetings: The Superintendent shall attend appropriate professional meetings and conferences at the local, regional, and state level and national level events annually at the Superintendent's choice. The Board shall reimburse the Superintendent for actual expenses incurred in carrying out the Superintendent's professional activities when an authorized statement is submitted to an approved by the Board.

h. Professional and Civic Dues: The Board shall, by direct payment or reimbursement, pay the professional and civic dues for the Superintendent's memberships in local, state, and national organizations.

i. Technology Reimbursement: In consideration of the technology requirements of Superintendents, including cellular phone service and computer equipment and access

during normal and irregular working hours, the board shall provide the Superintendent with an allowance of two hundred fifty dollars ($250) per month. This is in addition to the normal computer equipment provided to the Superintendent from the District, such as a desktop computer and walkthrough devices.

j. Relocation Allowance: In consideration of the anticipated expense of relocation from the Superintendent's existing residence to the Montgomery County school district and the agreement between the Board and the Superintendent to reside in the Montgomery County school district, the Superintendent shall be granted a one-time relocation allowance of ten-thousand dollars ($10,000) so as to offset the expenses associated with establishing residence in Montgomery County. The Superintendent shall obtain two estimates and may elect to choose the lesser of the two amounts (estimates or allowance).

k. Additional Benefits - Unless specifically modified herein, the Superintendent shall be entitled to the same benefits granted to certified employees.

4. Annual Evaluation: The Board shall annually provide the Superintendent with an evaluation based upon a mutually agreed upon process pursuant to KRS 156.101 and 704 KAR 3:345, with periodic opportunities to review and discuss Superintendent/Board relationships and the Superintendent's personnel records and performance at reasonable times as set by the Board.

5. Termination of Employment Agreement:

a. Mutual Agreement: the parties may terminate this Contract by mutual agreement evidenced in writing by both parties.

b. For Cause: The Parties recognize the authority of the Board to discharge the Superintendent from his position for cause as set forth under state or federal and state law.

6. Indemnity: The Board agrees that to the extent insurance or similar coverage is afforded to the Board, the Board shall defend, hold harmless, and indemnify the Superintendent from all demands, claims, suits, actions, and legal proceedings brought against the Superintendent in his individual capacity or in his official capacity as agent and employee of the District provided same arose while the Superintendent was acting within the scope of his employment. If in the good faith opinion of the Superintendent a conflict exists regarding the defense to such claim between the legal position of the Superintendent and the legal position of the Board and/or District, the Superintendent may engage counsel in which event the District shall indemnify the Superintendent for the cost of the legal, subject to insurance coverage.

7. Savings Clause: If, during the term of this Contract, a specific clause of the Contract is determined to be illegal under federal or state law, the remainder of the Agreement not affected by such a ruling, shall remain in force.

WITNESS OUR HANDS the day and date first above written.

By: _____

Joshua E. Powell, Superintendent

Board of Education of Montgomery County, Kentucky

By: _____

Fern Reed, Chair

By: _____

Kenny Gulley, Vice Chair

COMMONWEALTH OF KENTUCKY)
) Sct.
COUNTY OF MONTGOMERY)

Subscribed, sworn to, and acknowledged before me on this the 23 day of May, 2011, by Fern Reed, Chair of the Board of Education of Montgomery County, Kentucky, for and on behalf of said Board.

My Commission Expires: 07/18, 2014.

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Notary Public, State of Kentucky at Large

COMMONWEALTH OF KENTUCKY)
) Sct.
COUNTY OF MONTGOMERY)

Subscribed, sworn to, and acknowledged before me on this the 23rd day of May, 2011, by Joshua E. Powell.

My Commission Expires: August 3, 2011.

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Notary Public, State of Kentucky at Large