SUPERINTENDENT'S CONTRACT OF EMPLOYMENT
BETWEEN
MATTHEW D. THOMPSON, EdD AND
THE MONTGOMERY COUNTY BOARD OF EDUCATION

This Contract of Employment is made and entered into on this the 28 day of May, 2015, by and between the **Montgomery County Board of Education ("Board")** and **Matthew D. Thompson, EdD ("Superintendent").**

THE BOARD AND SUPERINTENDENT AGREE AS FOLLOWS

1. TERM

The Board, in consideration of the promises of the Superintendent stated in this Contract, employs the Superintendent as Superintendent of Montgomery County Schools for a term beginning the 1st day of July, 2015 and ending the 30th day of June, 2019. The Board may by specific action and with the consent of the Superintendent further extend the termination date of the Superintendent's Contract to the full extent permitted by the state law pursuant to KRS 160.350(4).

2. PROFESSIONAL CERTIFICATION AND RESPONSIBILITIES OF SUPERINTENDENT

A. Certification. The Superintendent shall hold a valid certificate which qualifies the Superintendent to hold the position of Superintendent and shall hold such certification through-out the period of employment as Superintendent.

B. Duties. The Superintendent shall devote his normal business hours to the discharge of his duties as set out by the laws of this nation and this commonwealth, the rules and

regulations of the state and local Boards of Education, and that failure to do so will invalidate this Contract, except that he may enter into a Contract with this Board in accordance with the provisions of KRS 160.440.

The Superintendent will be the executive agent of the Board and will have the primary responsibility for carrying out Board policy in the district, whereas, the Board retains the primary responsibility for formulating and adopting district policy pursuant to KRS 160.370, 160.380, and 160.400.

The Board, individually and collectively, shall promptly refer all criticisms, complaints, and suggestions called to its attention to the Superintendent for study, recommendation, or appropriate action.

C. Outside Activities. The Superintendent shall devote his normal business hours exclusively to the business of the school district, pursuant to KRS 160.390, except with advance written consent of the Board as set out in the Board minutes.

3. PROFESSIONAL GROWTH OF SUPERINTENDENT

At the Board's expense and as first approved by the Board, the Board encourages the continuing professional growth of the Superintendent through the Superintendent's participation, as he might decide in light of the Superintendent's responsibilities as Superintendent, in:

A. the operations, programs, and other activities conducted or sponsored by local, state, and national school Board and school administrator associations;

B. seminars and courses offered by public or private educational institutions; and,

C. informational meetings with other groups and persons whose particular skills or backgrounds would serve to improve the capacity of the Superintendent to perform his/her professional responsibilities for the Board.

4. COMPENSATION

The Superintendent will be paid an annual base salary of One Hundred Thirty Thousand Dollars ($130,000.00) per year to be paid in equal and regular semi-monthly installments, in accordance with the schedule of salary payments in effect for other certified employees. Also, the Superintendent shall receive an increase in his then current total salary to the normal rank and step increase attained by certified personnel employed by Montgomery County School District. Any increase in salary for the Superintendent during the life of his Contract shall not be deemed either a new Contract or that the termination date of his Contract, or any extension thereof, has been extended.

Any such adjustment of salary made during the term of this Contract shall be in the form of an amendment to this Contract. Any said adjustment shall become part of this Contract, but it shall not be deemed that the Board and the Superintendent have entered into a new Contract, nor shall it be deemed that the termination date of the existing Contact has been extended. Although the Superintendent's salary may be increased at the discretion of the Board, nevertheless, this provision shall not be construed as an expectation by the Superintendent that any such increase will occur.

Waiver of the Superintendent's Presence. Pursuant to KRS 160.370, the Board hereby waives the Superintendent's presence at any and all meetings of the Board when the Superintendent's tenure, salary and/or administration of his office is under consideration, unless

a majority of the Board votes in open session to request the Superintendent to leave the meeting during the consideration of his tenure, salary and/or administration of office.

5. OTHER BENEFITS

A. Professional Associations. The Board shall pay 100 percent of all reasonable membership charges to any professional associations in which the Superintendent feels it is necessary to maintain and improve his professional skills, as permitted by state law and as first approved by the Board.

B. Board Attorney. The Superintendent has the authority to utilize, and direct the services of Board Attorney in the discharge of his duties, as herein described, except when the services of said Board Attorney would or may conflict with the legal interests of the Board. The Board retains the authority to employ and terminate the Board Attorney.

C. Contract Extension. The Board may, no later than June 30, 2019, extend the Contract of the Superintendent for one (1) additional year beyond the current term of employment pursuant to KRS 160.350(4).

D. Formal Acceptance. The Superintendent's signature is evidence of his formal acceptance of his appointment as Superintendent and his formal acceptance of the term of office.

6. LEAVE FOR SUPERINTENDENT

Each school year from July 1 through June 30 will consist of 240 working days for the Superintendent. The Superintendent may observe as holidays those holidays which all other certified staff may observe. The Superintendent may take the following leave per school year:

a. Annual Leave - 12 annual leave (paid) days per year. Annual leave days may accumulate up to 30 days. Any days exceeding 30 shall be transferred and credited to the employee accumulated sick leave account.

b. Non-Contract - Twenty non-contract (unpaid) days per year

c. Sick Days - 12 sick days per year

d. Emergency Days - Two emergency days per year

e. Personal Days - Two personal days per year. If personal days are not used during the school year, they shall be transferred and credited to the employee accumulated sick leave account.

7. OUTSIDE EXPENSES

The Superintendent may, with the express consent of the Board, serve as a consultant to other districts or educational agencies, or engage in writing and speaking activities, so long as such activities do not interfere with the Superintendent's duties to this district and are of short terms.

If the Superintendent is compensated for outside activities by an agency other than this Board, the time involved for such functions will be considered as his leave, or leave without pay if he does not then have leave time available, and this Board will not pay the Superintendent's salary or expenses for the activity. All leave must be approved by the Board.

8. MOVING EXPENSES

The Superintendent will be reimbursed with a receipt not to exceed $2,500.00 for his initial moving expenses related to his move to Montgomery County.

9. SCHOOL-RELATED TRAVEL

The Superintendent will receive school-related travel pursuant to CERTIFIED PERSONNEL Policy 03.125, attached hereto and incorporated as though fully set forth herein.

10. SINGLE HEALTH INSURANCE

The single health insurance premium for the Superintendent will be paid by District and Superintendent may elect to obtain family health, dental, and vision coverage at Superintendent's expense.

11. KENTUCKY TEACHER'S RETIREMENT SYSTEM

Superintendent may pay his contributions to the Kentucky Teacher's Retirement System and will receive from the Board the same matching contribution as all certified employees.

12. TECHNOLOGY ALLOWANCE

District will provide a district-owned smart phone and district-owned data plan. District will also provide a district-owned laptop every two years for the Superintendent not to exceed $2,000.00.

13. TERM LIFE INSURANCE

District will pay the premium for a $500,000.00 term life insurance policy for the Superintendent for as long as he is actively employed as Superintendent.

14. REMOVAL

Superintendent shall comply with Professional Code of Ethics and agree to comply with KRS 161.790, and so that the Contract shall remain in force during the Superintendent's good behavior and efficient and competent service and Superintendent agrees that "just cause" shall include but not be limited to:

a. Insubordination, including but not limited to violation of the school laws of the state or administrative regulations adopted by the Kentucky Board of Education, the Education Professional Standards Board, or lawful rules and regulations established by the local board of education for the operation of schools, or refusal to recognize or obey the authority of the Kentucky Department of Education and the Board in the performance of his duties;

b. Immoral character or conduct unbecoming an educator;

c. Physical or mental disability; or

d. Inefficiency, incompetency, or neglect of duty.

15. RENEWAL

The Board agrees that it will provide the Superintendent with written notice of its intention to reappoint or not to reappoint the Superintendent by February 28 in the year this Contract is set to expire. If the Superintendent is notified the Board intends to reappoint him, a new Contract confirming the terms of the reappointment shall be executed by the parties on or before the Board's regular March Board meeting in the year this Contract expires.

16. SECRETARY TO THE BOARD

During his term as Superintendent, he shall also serve as Secretary to the Board of Education at no additional compensation. His position as Secretary shall in all respects be coterminous with his employment as Superintendent. Also, the position of Secretary shall be subject to annual Board renewal.

17. EVALUATION

The Board shall evaluate and assess in writing the performance of the Superintendent pursuant to the Kentucky Department of Education Evaluation Instrument and Procedures for Superintendent Professional Growth and Effectiveness System at least once

each year during the term of his Contract, or other Evaluation System as required and approved by the Kentucky Department of Education from time to time.

18. SAVINGS CLAUSE

If, during the term of this Contact, a clause or any portion of the Contract is found illegal under federal or state law, the remaining portions of the Contract shall remain in full force to the extent they are unaffected by the ruling of illegality.

19. PROFESSIONAL LIABILITY

The Board agrees the Superintendent shall be a covered insured, in his official and individual capacity, under any and all liability insurance policies or insurance trust programs in which the School district is a participant, as to any and all demands, claims, suits, actions, and legal proceedings brought against the Superintendent, provided the incident arose while the Superintendent was acting within the scope of his employment and excluding criminal litigation and intentional acts, to the extent liability coverage is within the authority of the Board to provide under state and federal law.

20. MISCELLANEOUS

This written document represents the entire agreement of the parties. The parties are not relying upon any other terms or agreement whether oral or written.

This Contract will be construed under the laws of the Commonwealth of Kentucky.

This Contract may not be amended except as provided for by public vote of the Board and then in writing as signed by both parties.

This Contract may be filed with the minutes of the meeting at which this agreement was approved.

AGREED TO BY:

SUPERINTENDENT

Dr. Matthew D. Thompson, EdD

MONTGOMERY COUNTY BOARD OF EDUCATION

Alice Anderson, Chairperson

Attested: _____
Bill Morgan, Vice Chairperson

PREPARED BY:

Michelle R. Williams