

**EMPLOYMENT CONTRACT**

This employment contract is entered into this \_\_\_\_ day of \_\_\_\_\_, 2020, by and between the **KENTUCKY BOARD OF EDUCATION OF THE COMMONWEALTH OF KENTUCKY** (hereinafter “Board”) and **JASON E. GLASS** (hereinafter “Commissioner”), and authorized by action at a lawful meeting of the Board held on the 15<sup>th</sup> day of July, 2020 in order to enhance administrative stability and progress within the elementary and secondary education system of Kentucky, and to affirm the Board’s commitment and responsibility to provide a strong and stable leader as the chief state school officer of the Commonwealth of Kentucky.

Now, therefore, the Board and the Commissioner, for the consideration herein specified, agree as follows:

- 1. TERM OF EMPLOYMENT.** The Board shall employ Jason E. Glass as Commissioner of Education for a four (4) year term beginning no later than September 14, 2020, with an exact beginning date to be determined by the Board Chair and provided in writing to the Commissioner, and continuing for a period of four (4) years. If the Board determines it will not renew or extend this employment contract at the end of the four (4) year term, it shall provide written notice to the Commissioner no later than ninety (90) days prior to the expiration of this employment contract that this employment contract will not be renewed.
  
- 2. PROFESSIONAL DUTIES AND RESPONSIBILITIES.** As provided in KRS 156.148, the Commissioner shall be the executive and administrative officer of the Board in its administration of all educational matters and functions placed under its management and control. The Commissioner shall carry out all duties assigned to him by law; shall execute under the direction of the Board the educational policies, orders, directives, and administrative functions of the Board; and shall direct the work of all persons employed in the Kentucky Department of Education. As provided in KRS 156.010, the Commissioner shall be the chief executive of the Kentucky Department of Education. The Board, individually and collectively, may refer all criticism, complaints, and suggestions called to its attention to the Commissioner. Except for a closed meeting pursuant to KRS 61.810 to discuss discipline or dismissal of the Commissioner, the Commissioner shall have the right to attend all Board meetings and all Board committee meetings, serve as an ex-officio, non-voting member of all Board committees, and provide administrative recommendations on each item of business considered by the Board and Board committees. No policy or bylaw of the Board shall diminish the Commissioner’s power or authority as prescribed by law. Moreover, all duties assigned to the Commissioner by the Board shall be appropriate to and consistent with the professional role and responsibility of the Commissioner. The Board shall provide the Commissioner with the necessary technology to perform the professional duties and responsibilities set forth herein, including but not limited to a laptop computer, an electronic tablet, and smartphone. The smartphone shall be connected to cellular and data service provided by the Board.

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The Commissioner shall devote his full time, attention, and energy to the duties of Commissioner of Education as assigned by law and to the business of the Commonwealth's public schools. The Commissioner shall provide prior notice to the Board Chair of the nature and extent of any outside employment or consulting performed on the Commissioner's personal time and such employment or consulting shall be subject to approval of the Board Chair with reporting of said approval to the full Board. Said approval of outside employment or consulting shall not be unreasonably withheld by the Board Chair.

No later than ninety (90) days following the Commissioner's beginning date as set forth in Section 1 above, the Board and the Commissioner shall meet to discuss and agree upon the process and procedures they will utilize for communication and coordination in working together to carry out the goals of the Board. At least annually thereafter, the Board and the Commissioner shall meet to review and revise, if necessary, the process and procedures they will utilize for communication and coordination in working together to carry out the goals of the Board.

### **3. COMPENSATION.**

- a. Salary.** The Commissioner shall receive an annual salary of two hundred sixty thousand dollars (\$260,000) payable in accordance with the schedule of salary payments provided by the Kentucky Personnel Cabinet for officials listed in KRS 18A.115 or other applicable statutes. The Commissioner's salary shall be reviewed annually by the Board in conjunction with its annual evaluation of the Commissioner's performance. The Commissioner shall receive any annual incremental salary increases as provided by the Kentucky General Assembly during the term of this employment contract for unclassified employees defined in KRS 18A.115, but any increase shall not be considered a new employment contract or an extension of this employment contract unless expressly stated in writing.

As additional compensation, the Commissioner shall be entitled to receive the proceeds of an agency restricted trust account equal to fifteen thousand dollars (\$15,000) annually and the interest earned by investing the funds in the restricted account in the state's short-term investment pool, for the duration of the contract. However, said restricted trust account proceeds shall not be payable to the Commissioner except as accumulated at that time until and unless the Commissioner satisfactorily completes the first two (2) years of the four (4) year contract term specified in Section 1 of this employment contract and, separately, until and unless the Commissioner satisfactorily completes the remaining two (2) years of the four (4) year contract term. Upon satisfactory completion of the first two (2) years of the four (4) year contract term specified in Section 1 of this employment contract, the Commissioner shall be entitled to receive the proceeds of this agency restricted trust account which have accumulated at that time. Then, upon satisfactory completion of

the remaining two (2) years of the four (4) year contract term specified in Section 1 of this employment contract, the Commissioner shall be entitled to receive the remaining proceeds of this agency restricted trust account which have accumulated at that time. With the exception of death, disability which renders him unable to perform the professional duties and responsibilities of Commissioner of Education, or termination of this employment contract without cause, if the Commissioner, for any reason fails to complete the first two (2) years of the four (4) year contract term specified in Section 1 of this employment contract, the Board shall make no payment to the Commissioner from the agency restricted trust account and any accrued sums or benefits of the trust account shall remain the property of and revert to the Board. With the exception of death, disability which renders him unable to perform the professional duties and responsibilities of Commissioner of Education, or termination of this employment contract without cause, if the Commissioner, for any reason fails to complete the final two (2) years of the four (4) year contract term specified in Section 1 of this employment contract, the Board shall make no payment to the Commissioner from the agency restricted trust account and any accrued sums or benefits of the trust account shall remain the property of and revert to the Board.

- b. Vacation and Other Benefits.** The Commissioner shall be entitled to all the benefits applicable to employees as defined under KRS 18A.115 not specifically addressed by the provisions of this contract, including but not limited to vacation and illness benefits and leave, any other form of insurance protection, retirement program, tax-sheltered annuities, and other unclassified employee benefits. The Board expects the Commissioner to continue to engage in professional learning and growth. As a result, the Board shall pay the reasonable fees, dues, and other associated costs related to the Commissioner's membership in professional organizations, including the Council of Chief State School Officers, and the reasonable travel expenses for the Commissioner to attend professional meetings, conferences, and other professional activities.
- c. Expenses.** Pursuant to KRS 158.148(4), applicable regulation, and board policy, the Commissioner shall be entitled to reimbursement for all reasonable expenses in furtherance of his duties, including expenses for actual and necessary travel, subject to subsection (d) below, and similar items. Reimbursement of the Commissioner's expenses shall be reviewed by the Board.
- d. Transportation.** For travel incurred in connection with the performance of the duties as Commissioner of Education during the term of this employment contract, the Commissioner may either: (1) receive an automobile allowance of five hundred dollars (\$500) per month added to the base salary stated in Section 3(a) above; or (2) seek reimbursement for mileage incurred on official

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state business pursuant to 200 KAR 2:006, or utilize an approved motor pool fleet vehicle for official state business travel pursuant to 200 KAR 40:010 and 200 KAR 40:020. The choice by the Commissioner between (1) receiving an automobile allowance and (2) seeking mileage reimbursement or use of a state motor pool fleet vehicle shall be made annually, and shall be conveyed by the Commissioner to the Associate Commissioner for the Office of Finance and Operations during the first twenty (20) days of each fiscal year.

**e. Relocation Expenses.** For relocation expenses incurred as a result of entering into this employment contract, the Commissioner shall be reimbursed up to fifteen thousand dollars (\$15,000). Relocation services shall be the responsibility of and obtained by the Commissioner by soliciting no fewer than three (3) bids and utilizing the lowest and best bid for services.

**f. Living Expenses.** The Commissioner shall be entitled to a living expense stipend of one thousand five hundred dollars (\$1,500) per month for the duration of six (6) months from the beginning date of this contract as set forth in Section 1, or until the closing date of the sale of the Commissioner's residential home in the state of Colorado, whichever occurs first.

**4. MEDICAL EXAMINATION.** In light of the unique nature of the professional duties of the Commissioner of Education, the Board may, at its discretion and expense, annually provide for a complete medical examination of the Commissioner. Any report of the medical examination shall be given directly and exclusively to the Commissioner. The Board shall be advised in writing by the physician whether the Commissioner continues to have the physical and mental fitness to perform his duties, and this report shall be confidential and subject to all applicable state and federal privacy provisions governing employee medical documents.

**5. PROFESSIONAL LIABILITY.** To the fullest extent permitted by law, the Board shall defend and hold harmless the Commissioner from all expense, liability, and loss reasonably incurred or suffered by the Commissioner in his individual capacity, or in the Commissioner's official capacity as agent and employee of the Board, whether civil, administrative, or investigative, provided the incident arose while the Commissioner was acting within the scope and authority of his employment. This indemnification shall continue as to the Commissioner with respect to acts or omissions which occurred before his employment ended, even if he ceases to be Commissioner of Education, and shall inure to the benefit of the Commissioner's heirs, executors, and administrators. Pursuant to all applicable state contract procedures, the Commissioner may engage counsel for professional liability claims against the Commissioner if, in the reasonable opinion of the Commissioner, circumstances warrant, including but not limited to a conflict between the legal position of the Commissioner and the legal position of the Board in regards to the defense of a professional liability claim.

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- 6. EVALUATION.** Each year the Board and the Commissioner shall meet to establish goals for the ensuing year. The goals shall be reduced to writing and be among the criteria upon which any evaluation is conducted. During said annual meeting, the Board shall determine, with input from the Commissioner, the form and process to be utilized for evaluation of the Commissioner's performance. Pursuant to Board policy, the Board shall evaluate and assess in writing the performance of the Commissioner at least once each year during the term of this agreement utilizing the form and process determined by the Board, with input from the Commissioner, at the time his goals were reduced to writing. This evaluation and assessment shall be reasonably related to the description of the Commissioner's duties and responsibilities, and the goals established by the Board for the year in question. Pursuant to Board policy, at least once each fiscal year, the Board and the Commissioner shall meet in open session for the purpose of evaluation of the performance of the Commissioner. The Commissioner shall provide the Board Chair with a self-appraisal of his performance no later than thirty (30) days prior to the scheduled open session meeting for the purpose of evaluating the Commissioner's performance. The Commissioner's self-appraisal shall be on a form approved by the Board, with input from the Commissioner, for such purpose. If the Board believes the evaluation may likely lead to discipline or termination of the Commissioner for cause pursuant to Section 7 of this employment contract, the Board may choose to go into closed executive session to specifically discuss the charges. In the event the Board determines that the performance of the Commissioner is unsatisfactory in any respect, the Board shall describe in writing, in reasonable detail, specific instances of unsatisfactory performance. The evaluation shall include recommendations as to areas of improvement in all instances where the Board deems performance to be unsatisfactory. A copy of the written evaluation shall be delivered to the Commissioner. The Commissioner shall have the right to file a written response to the evaluation. Such response shall be a permanent attachment to the evaluation.
- 7. TERMINATION.** Pursuant to KRS 156.148, the Commissioner shall serve at the pleasure of the Board and the Commissioner's employment shall be at-will. The Commissioner's employment and this employment contract may be terminated as follows:
- a. Voluntary Termination.** The Commissioner may terminate his employment in his discretion upon sixty (60) days written notice to the Chairperson of the Board. In the event of voluntary termination by the Commissioner with sixty (60) days written notice, the Commissioner shall be entitled to his salary and applicable benefits set forth in Section 3(a)-(d) of this employment contract through the date of termination, but no additional benefits shall accrue after the delivery of notice of voluntary termination by the Commissioner.
  - b. Termination Without Cause.** The Board may terminate the Commissioner's employment and this employment contract at any time in the sole discretion of the Board. In the event of termination by the Board without cause, within

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thirty (30) days of termination, the Commissioner shall receive payment equal to four (4) months salary and four (4) months premiums for continuation healthcare coverage under the Consolidated Omnibus Budget Reconciliation Act (COBRA).

- c. Termination for Cause.** The Board may terminate the Commissioner’s employment and this employment contract at any time upon written notice to the Commissioner following a determination, in the sole discretion of the Board, that there is cause for such termination. For purposes of this employment contract, “cause” shall mean the Commissioner is convicted of, or pleads no contest to, any crime, whether a felony or misdemeanor, involving misuse of funds or moral turpitude; or a determination is made by the Board, after giving the Commissioner notice and an opportunity to be heard, in closed or executive session to the extent permitted by law, that in carrying out his duties the Commissioner engaged in serious neglect of duty or willful misconduct, resulting in material harm to the Board, to the Department of Education, or to the elementary and secondary education system of the Commonwealth of Kentucky.
- d. Death or Disability.** In the event of disability, illness, or incapacity, after the Commissioner’s sick leave, annual leave, and compensatory time have been exhausted, the Commissioner’s compensation as set forth in Section 3 of this employment contract shall cease and be reinstated only after the Commissioner has returned to employment and undertaken the full discharge of his duties. The Board may terminate this employment contract by written notice to the Commissioner at any time after the Commissioner has exhausted any accumulated sick leave and such other leave as may be available and the Commissioner has been absent from his employment for whatever cause for a continuous period of three (3) months or a total of sixty (60) working days in a six month period. All obligations of the Board shall cease upon such termination.

- 8. TRANSITION SERVICES.** To provide for a smooth and efficient transition between the Interim Commissioner of Education and the Commissioner, the Commissioner shall provide transition services between August 1, 2020 and the Commissioner’s beginning date as set forth in Section 1 above, on days mutually agreed upon by the Commissioner and Board Chair. Transition services shall be under the direction of the Board Chair and include, but not be limited to coordination and planning between the Interim Commissioner of Education and Commissioner regarding operations of the Kentucky Department of Education and strategic initiatives. The Commissioner shall be paid a daily rate of nine hundred ninety-six dollars and seventeen cents (\$996.17) for transition services, not to exceed fifteen (15) days. Sections 2-6 of this employment contract shall not apply to the period of transition services. During the period of transition services, the Commissioner shall be entitled to travel reimbursement for airfare and mileage for actual travel between

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the Commissioner's home in Colorado and Frankfort, Kentucky. Travel reimbursement during the transition period shall not exceed one thousand two hundred dollars (\$1,200).

**9. GOVERNING LAW.** This employment contract has been executed pursuant to laws of the Commonwealth of Kentucky, and shall be governed in accordance with the laws of the Commonwealth of Kentucky in every respect. The Commissioner and Board agree that any action to enforce the terms of this employment contract shall be brought only in Franklin Circuit Court in the Commonwealth of Kentucky, and the Commissioner hereby waives any jurisdictional argument, including but not limited to lack of personal jurisdiction or forum non conveniens, with respect to any claim or controversy arising out of or relating to this employment contract.

**10. WAIVER OF BREACH.** Should either party waive a breach, either by express written statement or by conduct, of any provision of this employment contract by the other party, such waiver shall not operate as a waiver of a future breach.

**11. MODIFICATION OR AMENDMENT.** This document constitutes the entire understanding and agreement of the parties, and all previous agreements, understandings, and representations, are cancelled in their entirety and are of no further force and effect. No amendment, change, or modification to this employment contract shall be valid unless in writing and signed by the parties.

**12. SEVERABILITY.** If, for any reason, any provision of this employment contract is held invalid, all other provisions of this employment contract shall remain in effect.

In testimony thereof, the Board and the Commissioner have caused this employment contract to be executed in their respective names, and in the case of the Board, by its Chairperson, on the day and year first written above.

\_\_\_\_\_  
Jason E. Glass  
Commissioner

\_\_\_\_\_  
Lu Young  
Chairperson, Kentucky Board of Education

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

Subscribed and sworn to before me by Jason E. Glass, on this \_\_\_\_ day of \_\_\_\_\_, 2020.

My commission expires \_\_\_\_\_.

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COMMONWEALTH OF KENTUCKY  
COUNTY OF FRANKLIN

Subscribed and sworn to before me by Lu Young, on this \_\_\_\_ day of \_\_\_\_\_, 2020.

My commission expires \_\_\_\_\_.

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