

## EMPLOYMENT CONTRACT

This Employment Contract, made and entered this \_\_\_\_\_ day of \_\_\_\_\_, 2011, by and between the Simpson County Board of Education, referred to as “the Board”; and James S. Flynn, III, referred to as “the Superintendent”.

WHEREAS, the Board desires to provide the Superintendent with a written employment contract in order to enhance administrative stability and continuity within the Simpson County Public Schools, which the Board believes improves the quality of its overall education program; and

WHEREAS, the Board and the Superintendent believe that a written employment contract is beneficial in describing specifically their relationship and to serve as the basis of effective communication between them as they fulfill their functions in the operation of the Simpson County Public Schools.

NOW THEREFORE, the Board and the Superintendent, for the consideration specified in this Employment Contract agree as follows:

### 1. TERM

In consideration of the Superintendent’s promises, as set out in this Employment Contract, the Board employs, and the Superintendent accepts employment as Superintendent of Simpson County Public Schools for a term commencing July 1, 2011 and ending June 30, 2015, for two hundred thirty-seven (237) days per year.

The Board may by specific action and with the consent of the Superintendent extend the termination date of this Employment Contract to the full extent permitted by state law.

### 2. PROFESSIONAL CERTIFICATION, DUTIES AND RESPONSIBILITIES

2.1. Certification. The Superintendent shall hold a valid Superintendent’s Certificate in administration and supervision issued by the Commonwealth of Kentucky.

2.2. Duties. The Superintendent shall be the executive agent of the Board and shall carry out all duties and responsibilities incident to the office of superintendent as assigned by law and such other duties as may be prescribed by the Board. The Superintendent shall act as Secretary of the Board without additional compensation or salary. Subject to the Board’s policies, the Superintendent shall supervise the general conduct of the schools, the course of instruction, the discipline of students and the management of business affairs. He shall execute the educational policies, orders, directives, and administrative functions of the Board, and shall from time to time recommend policies and procedures deemed necessary for the school district. He shall be

responsible for the hiring, dismissal, and supervision of all personnel in the district, pursuant to the statutes to the Commonwealth. Members of the Board, individually and collectively, shall promptly refer all criticisms, complaints, and suggestions called to their attention to the Superintendent for study and recommendation. The Superintendent shall keep the Board fully informed of all matters pertinent to the Board's duties and responsibilities to their constituents. The Superintendent shall have the right to attend all Board meetings (other than those pertaining to the Superintendent's contract and performance evaluation), and all Board and citizen committee meetings, serve as an ex-officio member of all Board committees, and provide administrative recommendations on each item of business considered by each of these groups.

2.3. Outside Activities. The Superintendent shall devote his full time, attention, and energy to the business of the school district and the pursuit of academic excellence in the Simpson County Schools.

### 3. PROFESSIONAL GROWTH AND DEVELOPMENT

3.1 Professional Dues and Expenses. The Board encourages the continuing professional growth and development of the Superintendent. Therefore, the Board agrees to pay all professional dues of the Superintendent for membership in the Kentucky Association of School Administrators (KASA), Kentucky Association of School Superintendents (KASS), and American Association of School Administrators (AASA), and to provide reasonable and necessary expenses incurred by the Superintendent for conferences and other professional development sponsored by these organizations. The Board may authorize payment of additional professional dues as requested by the Superintendent.

3.2 Doctoral Program. The Board believes that the continued enhancement of the leadership skills of the Superintendent will contribute positively to the operation of the school district and to student achievement in the district. Therefore, the Board shall pay on behalf of the Superintendent the cost of tuition, fees, books and instructional materials, and other routine and necessary expenses associated with the Superintendent's enrollment in the doctoral program offered by the Northern Kentucky University, to obtain a Doctor of Education in Educational Leadership. Absent compelling exigent circumstances, should the Superintendent fail to complete the program, or leave employment in the district prior to completing the program, he shall reimburse the Board all costs incurred up to that point.

### 4. COMPENSATION

4.1 Base Salary. As compensation for the performance of the basic duties set forth in the Superintendent's job description, during the term of this Employment Contract the Superintendent shall receive an annual base salary of One Hundred Thirteen Thousand, Three Hundred Eighty-Three Dollars and Forty-Four Cents (\$113,383.44),

which shall be paid in twenty-four (24) bi-monthly (twice per month) installments. For purposes of any further calculations hereunder, the term “base salary” for each year of the Contract shall include the “Annual Percentage Increase” set forth in Section 4.2 below but shall not include the “Additional Percentage Increase” set forth in Section 4.3 below.

4.2 Annual Percentage Increase. On July 1, 2012 and annually thereafter during the term of this Employment Contract, the Board shall increase the Superintendent’s then prevailing annual base salary amount (as defined in Section 4.1 above) by the single percentage rate increase, if any, as approved by the Board for all certified employees in the school district, subject to the limitations set forth hereinbelow. This increase shall be limited to only the equal annual percent offered to all certified employees as a whole and shall not include any other increases, of whatever nature, allowed to certified personnel. Any annual percentage salary increase for certified personnel outside of the historic norm (2% - 4%) will only be offered to the Superintendent at the Board’s sole discretion.

4.3 Additional Percentage Increase. In addition to the percentage increase set forth in Section 4.2 above, during each year for the duration of the term of this Agreement (beginning July 1, 2012) the Board shall increase the Superintendent’s then prevailing annual base salary amount (as defined in Section 4.1 above) by an additional percentage to be calculated as follows:

Using the Simpson County Certified Salary Schedule (the “Schedule”) in effect with respect to the year to which the increase will apply, the amount owed a certified employee with the Superintendent’s current rank and years of service as of July 1 of that year (the “Initial Certified Salary Amount”) shall have subtracted from it the amount owed under the Schedule to a certified employee of the same rank with one fewer year of service. This difference will then be divided by the Initial Certified Salary Amount, and the resulting percentage (rounded to the nearest tenth of a percent) will be applied to the Superintendent’s prevailing Annual Base Salary and added thereto as the “Additional Percentage Increase” for that year.

The formula shall be applied each year independent of the previous year’s calculation. Any increase made hereunder for previous years shall not be included as “base salary” for purposes of this section.

4.4 Further Adjustments. Any further adjustment in the base salary made during the term of this Employment Contract shall be in the form of an amendment and shall become a part of this Employment Contract, but it shall not be deemed that the Board and the Superintendent have entered into a new contract nor that the termination date of this contract has been extended.

## 5. EVALUATION

On or before June 30 of each year during the term of this Employment Contract, the Board will present a written work plan of defined goals and objectives (the "Board-mandated goals") to the Superintendent for implementation during the following school year (beginning on July 1<sup>st</sup> of each calendar year) on which the Superintendent's performance shall be measured. These goals and objectives will be based on Student Achievement Objectives and District Management Criteria implemented to improve the quality of education in the Simpson County Schools, and shall further address and prioritize identified needs of the school district.

The Superintendent shall set strategies to be implemented to achieve the above-referenced Board-mandated goals and to promote the overall improvement of the quality of education in the Simpson County Schools.

At least once a year during each year of the term of this contract, the Board shall evaluate and assess in writing the Superintendent's performance, including an assessment of the Superintendent's success in achieving the Board-mandated goals. This evaluation and assessment shall be reasonably related to the job description of the Superintendent.

A satisfactory evaluation shall require a simple majority of the Board.

## 6. OTHER BENEFITS

A. The Superintendent shall be entitled to all the benefits applicable to certified employees as are incident to their employment relationship with the school district, including but not limited to, illness benefits and leaves, any forms of insurance protection, retirement programs, and any other certified employee benefit. The Superintendent shall be permitted to transfer all sick leave accumulated as of June 30, 2011.

B. In addition, the Board shall pay the premium cost for a family plan for health, dental, and optical insurance; and for long-term disability insurance for the Superintendent in an amount commensurate with the Superintendent's total compensation package provided under this Agreement.

C. The Board shall contribute a percentage of the Superintendent's base annual salary equal to the applicable Kentucky Teachers' Retirement Systems ("KTRS") contributing rate effective on July 1<sup>st</sup> of each year of the term of this agreement to fund a supplemental retirement plan for the Superintendent. This supplemental retirement plan shall be determined by the Superintendent in his absolute discretion and payable in twenty-four (24) bi-monthly (twice per month) installments each year during the term of this Employment Contract.

D. The Board shall pay the Superintendent Twenty Thousand Dollars (\$20,000.00) in one lump sum for completing the Term set forth in Section 1 hereinabove of this Contract. The \$20,000.00 lump sum shall be invested in an interest bearing account upon the effective date of this contract and the principal and all interest accrued thereon shall be paid to the Superintendent upon the Superintendent's completion of the Term set forth in Section 1 hereinabove; however, the Superintendent shall not be entitled to any portion of the principal or interest accrued thereon in the event he does not complete the Term set forth in Section 1 hereinabove in its entirety.

7. EXPENSES

The Board shall pay or reimburse the Superintendent for reasonable expenses approved by the Board and incurred by the Superintendent in the continuing performance of his duties under this Employment Contract.

8. TRANSPORTATION

In light of the unique nature of the professional duties of the Superintendent, the Board shall pay the Superintendent an automobile allowance of Six Hundred Dollars (\$600.00) per month beginning on July 1, 2011. This automobile allowance shall thereafter be increased annually on July 1<sup>st</sup> of each subsequent year by Fifty Dollars (\$50.00) per month for the duration of the Term of this Agreement (such that said allowance shall be \$650.00 per month on July 1, 2012, \$700.00 on July 1, 2013, etc.).

9. PROFESSIONAL LIABILITY

The Superintendent will be provided with access to the School Board Attorney to assist him in the performance of his duties. The Board shall defend, hold harmless, and indemnify the Superintendent against any and all liability, loss or claim arising out of or caused by the performance of the Superintendent's duties to the extent permitted by law. The undertaking of the Board in this Section 9 shall not extend to criminal litigation.

10. TERMINATION

This Employment Contract may be terminated by:

A. Agreement of the parties.

B. Retirement of the Superintendent.

C. Disability of the Superintendent. In the event of disability by illness or incapacity, after the Superintendent's sick leave and any other leave as may be available has been exhausted, the compensation shall be reinstated after the Superintendent has returned to employment and undertaken the full discharge of his duties. The Board may

terminate this Employment Contract by written notice to the Superintendent any time after the Superintendent has exhausted any accumulated sick leave and such other leave as may be available and has been absent from his employment for whatever cause for a continuous period of one hundred eighty (180) days. All obligations of the Board shall cease upon such termination.

D. Discharge for just cause. Just cause shall constitute conduct which is seriously prejudicial to the school district, including, but not limited to serious neglect of duty or material breach of contract. The Board may discharge the Superintendent for just cause as permitted by law, in which case the Superintendent shall not be entitled to any post-termination salary, compensation, or other benefits.

E. Death of Superintendent.

11. SAVING CLAUSE

If, during the term of this Employment Contract, it is determined that a specific clause violates state or federal law, the remainder of the Employment Contract not affected by such a ruling shall remain in force.

IN WITNESS WHEREOF, the Board has caused this Employment Contract to be approved by a duly authorized officer and the Superintendent has approved this Employment Contract effective on the day and year specified in Section 1. above.

SIMPSON COUNTY BOARD  
OF EDUCATION

SUPERINTENDENT

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