

**SUPERINTENDENT'S CONTRACT OF EMPLOYMENT  
BETWEEN  
SUPERINTENDENT AND THE  
SIMPSON COUNTY BOARD OF EDUCATION**

COPY

This Contract of Employment is made and entered into on this the 19<sup>th</sup> day of February, 2015, by and between the Simpson County Board of Education ("Board") and James Stanley Flynn III ("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**

The Board, in consideration of the promises of the Superintendent stated in this contract, employs the Superintendent as Superintendent of Schools for a term beginning the first day of July, 2015 and ending the 30<sup>th</sup> day of June, 2019; for two-hundred, thirty (230) days per year.

**2. PROFESSIONAL CERTIFICATION AND RESPONSIBILITIES OF SUPERINTENDENT**

**A. CERTIFICATION**

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

**B. 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.

**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, 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; and
- B. informational meetings with other groups and persons whose particular skills or backgrounds would serve to improve the capacity of the Superintendent to perform his professional responsibilities for the Board.

**4. COMPENSATION**

The Superintendent shall receive his annual base salary per his rank and experience as a teacher on the 2015-16 certified salary schedule multiplied by an administrative index of 2.62. In the years following the

Superintendent shall continue to be paid in the same manner based on the current year certified salary schedule and index stated above. Any increase in salary for the Superintendent during the life of his contract shall not be deemed either a new contract nor that the termination date of his contract, or any extension thereof, has been extended.

### **Additional Terms**

In addition to the minimum annual raise of the salary of the Superintendent, the Board may vote to grant the Superintendent an additional merit raise.

In any event, the Superintendent's then current salary may not be decreased.

This salary shall be paid to the Superintendent in regular installments, in accordance with the schedule of salary payments in effect for other certified employees.

### **5. 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, 2015.
- B. **Professional Associations:** The Board shall pay 100 percent of all membership charges to the following professional associations:  
Association of School Administrators (AASA)  
Kentucky Association of School Administrators (KASA)  
Kentucky Associations of School Superintendents (KASS)
- C. **Board Attorney:** The Superintendent has the authority to utilize and direct the services of Board Attorney in the discharge of his or her 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.
- D. **Transportation:** The Board shall provide the Superintendent with a reasonable vehicle for business use within the district and for out of town travel in his capacity as superintendent. The vehicle will be

kept at the office unless being used for out of town travel described above or for checking roads when inclement weather is forecasted.

- E. **Computer Equipment for Home Use:** The Superintendent shall be provided for use at home a District-owned computer system. All such equipment shall be tagged with Board identification, subject to audit and shall remain property of the Board.
- F. **Cellular Telephone/Data Phone:** The Superintendent shall be provided a Board owned cellular telephone including data plan with Board contracted service to use in the execution of his duties.
- G. **Formal Acceptance:** The Superintendent's signature is evidence of his formal acceptance of his appointment as Superintendent and his or her formal acceptance of the term of office.

6. **EXPENSES**

The Board shall reimburse the Superintendent for actual cost of all expenses incurred by the Superintendent in the continuing performance of his duties as Superintendent including those to attend conferences or meetings attended in the conducting of his job.

7. **SICK LEAVE**

The Superintendent shall be entitled to use, accumulate and be paid upon retirement any sick leave benefits allowed by state law and Board Policies.

9. **LEAVE FOR SUPERINTENDENT**

Each school year from July 1 through June 30 will consist of 230 working days for the Superintendent. The Superintendent may observe as holidays those holidays which all other certified staff observes.

10. **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.

**11. PROFESSIONAL LIABILITY:**

- A.** The Board shall provide all legal services required by the superintendent including cost of legal fees, court costs, and other necessary and incidental costs associated therewith and shall otherwise reimburse the Superintendent for all legal expenses occasioned by the performance of his duties as Superintendent and shall otherwise defend, hold harmless and indemnify the Superintendent in his individual capacity or in his official capacity occasioned by the performance of his said duties, and shall provide liability insurance for his benefit covering acts and omissions within the course and scope of his employment as Superintendent in at least equal measure as is currently available through the districts insurance policy. To the extent such counsel and litigation expenses are not covered by or exceed the insurance, the Board shall be responsible for and indemnify and hold the Superintendent harmless of any additional expenses above the applicable insurance policies.
- B.** If in the good faith discretion of the Superintendent a legal conflict exists regarding the defense of a claim between the legal position of the Superintendent and the legal position of the Board, the Superintendent may engage separate counsel of his preference in which event the Board shall be responsible for and indemnify the Superintendent for the costs of his legal defense as permitted by state and federal law, to the extent such separate counsel and litigation expenses are not covered by insurance. Any separate counsel chosen by the Superintendent shall first be sought through any applicable insurance policies of the Board.
- C.** Should any intended nontaxable fringe benefit provided to the Superintendent pursuant to this contract become taxable to the Superintendent during the term of this contract, the Board shall pay additional compensation to the Superintendent at a rate that will maintain the Superintendent's level of contracted compensation.

**12. EVALUATION:**

- A. The Board shall evaluate and assess in writing the performance of the Superintendent in December of each year during the term of his contract and this evaluation and assessment shall be reasonably be related to his duties as Superintendent and the goals and objectives of the Board. The board will also conduct a mid year review in July of each year.
- B. The Board shall use the evaluation form approved by the board as part of board policy, and after each evaluation has been completed and signed by the Board, the Board shall meet in closed, executive session with the Superintendent to discuss his or her evaluation, at which time the Superintendent shall be given a copy of his evaluation.
- C. The evaluation form and procedures used each year shall be that form and those procedures that are adopted by the Board and which are approved by the Kentucky Department of Education and any such amended forms and procedures are hereby adopted and incorporated by reference as though stated in full.
- D. A satisfactory evaluation shall require a simple majority of the Board.

**13. TERMINATION OF EMPLOYMENT CONTRACT:**

The employment contract of the Superintendent may be terminated by the Board by:

- A. Mutual agreement of the parties.
- B. Retirement of the Superintendent.
- C. Disability or death of the Superintendent.
- D. Discharge for legal cause under the rules, regulations, procedures and/or laws of this Commonwealth and/or the United States of America. Any such discharge shall be given in writing and the Superintendent shall be entitled to appear before the Board, in closed, executive session to discuss such causes.
- E. If the Superintendent chooses to be accompanied by legal counsel at such meeting, the Superintendent shall bear any cost he incurs.

F. Thereafter, the Superintendent shall be provided a written decision describing the results of the meeting.

**15. SAVINGS CLAUSE**

If, during the term of this contract, a clause or any portion of the contract is found illegal or non-taxable benefit becomes taxable 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, and the board shall pay the superintendent additional compensation at a rate that will maintain superintendent level of contracted compensation.

**16. MISCELLANEOUS**

This written document represents the entire agreement of the parties. The parties are not relying upon any other terms or agreements 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 a public vote of the Board and then in writing as signed by both parties.

At the discretion of the Superintendent, a copy of this may be filed with the minutes of the meeting at which this agreement was approved.

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.

**SUPERINTENDENT**

**SIMPSON COUNTY  
BOARD OF EDUCATION**

  
James S. Flynn III, Superintendent

  
David Webster, Chairperson

