

EMPLOYMENT CONTRACT

THIS EMPLOYMENT CONTRACT, made and entered this ____ day of _____, 2019, by and between the **SIMPSON COUNTY BOARD OF EDUCATION**, referred to as “the Board”; and **TIMOTHY ALAN SCHLOSSER**, 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

The Board shall employ Superintendent in the capacity as Superintendent of Simpson County Schools for a term of four (4) years commencing on July 1, 2019 and ending on June 30, 2023 for two hundred thirty (230) days per year. The term may be extended pursuant to the mutual agreement of the parties pursuant to the terms and conditions of the laws of the Commonwealth of Kentucky pertaining to the reappointment of the school district superintendent.

2. PROFESSIONAL CERTIFICATION, DUTIES AND RESPONSIBILITIES

A. Certification. The Superintendent shall possess a valid certification to act as Superintendent of Schools in the Commonwealth of Kentucky and shall hold such certification throughout the period of employment as Superintendent of Simpson County Schools.

B. Duties. 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 Board minutes. 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, including, without limitation, the following:

- i. The Superintendent shall act as Secretary of the Board without additional compensation or salary;
- ii. The Superintendent shall serve as the professional advisor to the Board in all matters;
- iii. 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.
- iv. The Superintendent 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.
- v. The Superintendent shall be responsible for the hiring, dismissal, and supervision of all personnel in the district, pursuant to the statutes to the Commonwealth.
- vi. The Superintendent shall keep the Board fully informed of all matters pertinent to the Board's duties and responsibilities to their constituents.
- vii. The Superintendent shall 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; and
- viii. The Superintendent shall perform such other duties as assigned from time to time by the Board to the Superintendent.

3. PROFESSIONAL GROWTH AND DEVELOPMENT

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.

4. COMPENSATION

A. The Superintendent's total compensation shall be his annual base salary per his rank and experience as a teacher on the 2019-20 certified salary schedule multiplied by an administrative index of 2.5. The resulting total compensation amount includes base salary, extended day, administrative supplement, dental, vision, disability, and health insurance, and Superintendent's employee contribution to the Kentucky Teacher Retirement System ("KTRS") or any successor thereof.

B. In subsequent years the Superintendent shall continue to be paid in the same manner based on the current year certified salary schedule and index stated above with the same increases uniformly granted to all other certified employees and any step increases for which Superintendent qualifies pursuant to the Board's salary schedule for certified employees.

C. The Superintendent's salary shall be paid in equal installments in accordance with the Board's schedule of salary payments for certified employees.

D. In addition to the adjustments of the salary of the Superintendent described hereinabove, the Board may, but is not obligated, to make additional adjustments to the Superintendent's salary as the Board sees fit from time to time. However, in no event shall any salary adjustment reduce the Superintendent's annual salary below the amount of salary being earned and paid to Superintendent at the time of any such adjustment.

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

5. OTHER BENEFITS

A. Certified Employee Benefits. 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 Board has included the cost of Superintendent's benefits in his total compensation package as set forth in paragraph 4(A) hereinabove. The Superintendent shall be permitted to transfer all sick leave accumulated as of June 30, 2019.

B. 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.

C. Transportation: The Board shall provide the Superintendent with the non-exclusive use of a reasonable District 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. The Board shall provide gas, service, maintenance and insurance on said vehicle.

D. 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.

E. 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.

F. Other Benefits: The Board may, but is not obligated, to provide other benefits to Superintendent as may from time to time be approved by the Board specifically for Superintendent or which are required to be provided to Superintendent by law.

6. EXPENSES

The Superintendent is authorized to incur reasonable expenses in the discharge of his duties, including but not limited to expenses for travel and lodging; attendance at professional conferences and meetings on national, state and local levels; and similar items related to his employment; provided, however, that any out-of-state travel and expenses incident thereto must be approved in advance by the Board. The Board will pay or reimburse the Superintendent for such reasonable expenses approved by the Board and incurred by the Superintendent in the continuing performance of his duties under this Employment Contract.

7. OUTSIDE ACTIVITIES

The Superintendent shall devote his full-time skill, labor and attention to the discharge of his duties during the term of this agreement; provided, however, that he may, with the express consent of the Board, undertake consultative work, speaking engagements, writings, lecturing or other professional duties, obligations and activities,

so long as such activities do not interfere with the full and faithful discharge of the Superintendent's duties and responsibilities as specified herein. The Board, in its sole discretion, shall determine whether such activities interfere with the discharge of the Superintendent's duties and responsibilities hereunder, and any such determination by the Board shall be conclusive.

8. PROFESSIONAL LIABILITY

Superintendent shall be a covered insured, in his official and individual capacity, under any and all liability policies of insurance 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/or federal law. Board agrees it shall defend, hold harmless and indemnify the Superintendent from any and all such 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 the incident arose while the Superintendent was acting within the scope of his employment. If in the good faith opinion of Superintendent a conflict exists as regarding the defense to such claim between the legal position of Superintendent and the legal position of the Board and/or the District, Superintendent may engage counsel in which event the Board shall indemnify Superintendent for the reasonable cost of legal defense.

9. 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 reasonably be related to his duties as Superintendent and the goals and objectives of the Board.

B. The Board shall use the evaluation from 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.

10. TERMINATION

The employment contract of the Superintendent may be terminated by the Board pursuant to the Board's policy and procedures, the applicable laws of the Commonwealth of Kentucky, or by any of the following:

- A.** Expiration of the term of the contract;
- B.** Mutual agreement of the parties;
- C.** Retirement of the Superintendent;
- D.** Resignation of the Superintendent;
- E.** Disability or death of the Superintendent; and
- F.** 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.
 - i.** If the Superintendent chooses to be accompanied by legal counsel at such meeting, the Superintendent shall bear any cost he incurs.
 - ii.** Thereafter, the Superintendent shall be provided a written decision describing the results of the meeting.

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.

12. MISCELLANEOUS

A. 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.

B. 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.

C. The section headings contained herein are inserted as a matter of convenience only and shall not affect in any way the construction of the terms of this contract.

D. This contract shall bind and inure to the benefit of the respective heirs, personal representatives, successors, and assigns of the parties.

E. This contract will be construed under the laws of the Commonwealth of Kentucky.

F. 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.

G. 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.

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

David Webster, Chairperson

Timothy Alan Schlosser, Superintendent