



Bullitt County Public Schools

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MEMO

To: Board of Education

From: Eric Farris, Board Attorney

Date: May 18, 2022

Re: Superintendent's Contract

Presented for private review is the contract for Superintendent, Dr, Jesse Bacon. It will be made public once the terms have been approved by both parties. The contract will be effective July 1, 2022 and extends through June 30, 2026. The draft reflects the result of Board discussion, evaluation of the Superintendent and comparison of terms to districts of similar size and characteristics.

SUPERINTENDENT’S CONTRACT BETWEEN

DR. WILLIAM JESSE BACON

AND THE

BULLITT COUNTY BOARD OF EDUCATION

THIS CONTRACT is entered into by and between the Board of Education (hereinafter referred to as “The Board) of Bullitt County Public Schools, located in Bullitt County, Kentucky (hereinafter “the District”), and Dr. William Jesse Bacon, (hereinafter, the Superintendent), for the position of Superintendent of schools.

The Board hereby agrees to employ the Superintendent for a period of four (4) years, to begin on July 1, 2022 and ending on June 30, 2026 subject to the provisions of this Agreement. The Superintendent agrees to the term of employment under the following conditions.

1. The annual salary paid to the superintendent shall be one hundred ninety thousand dollars (\$190,000.00) per contract year. Beginning with the 2022-2023 contract year, the salary of \$190,000.00 shall be increased annually in accordance with other certified employees, provided said salary in each subsequent year shall not be less than the salary paid in the preceding year, and provided that the Superintendent shall receive an increase each year no less than the increase provided to other certified employees of the district. The Board shall renew the contract upon request of Superintendent, or it shall notify the Superintendent of its intent not to renew as set out in Paragraphs 7 and 8, below.
2. This contract requires the services of the Superintendent for two hundred forty (240) days per year. The Superintendent shall, upon request, provide the Board with a schedule of actual and proposed workdays on the current contract year.
3. The Superintendent agrees to perform well and faithfully the duties of Superintendent and to serve as chief executive agent and professional advisor to the Board, having such powers and duties as may be prescribed by law or by the Board from time to time.

4. The Superintendent shall furnish throughout the life of this Contract a valid and appropriate license to act as superintendent in the State of Kentucky.
5. The Superintendent agrees to fully devote the Superintendent's time, skill, labor and attention to said employment during the term of this Contract. However, the Superintendent, with the prior approval of the Board, may undertake consultative work, speaking engagements, writing, lecturing, or other professional duties and obligations, which do not impede or conflict with the Superintendent's duties.
6. The Board shall annually provide the superintendent with an evaluation based upon a mutually agreed upon evaluation instrument, with periodic opportunities to review and discuss Superintendent/Board relationships and the Superintendent's personnel records and performance at reasonable times as set by the Board.
7. By June 30 of each year that this Agreement remains in effect, the District shall notify the Superintendent whether it intends to extend this Agreement for an additional school year, under the same terms and conditions, subject to modification of the salary for such additional year. The terms of the extension shall be reduced to writing in the form of an addendum and signed by the parties.
8. The Board shall renew the contract upon request of the Superintendent, or it shall notify the Superintendent of its intent not to renew the contract no later than December 31 of the final fiscal/school year that this Agreement remains in effect.
9. The Superintendent shall be entitled to all the legally permissible benefits applicable to twelve (12) month administrative employees as are incident to their employment relationship with the District, including but not limited to, all health benefits, life insurance benefits, emergency leave, leave for jury duty, personal leave, and sick leave and benefits, any other forms of insurance protection, retirement program, choice of tax-shelter annuities, and other administrative employee benefits. (See Paragraph 8 for additional benefits.)
10. Additional Benefits:

(a) The Superintendent shall be assigned a laptop computer and/or tablet and such other reasonable technological devices as shall assist him in the pursuit of his duties hereunder.

(b) Cellular telephone expenses related to services as Superintendent will be reimbursed upon presentation of appropriate documentation. The Superintendent shall have the option of selecting a Board-issued MiFi/Aircard for his personal cellular telephone or utilize a Board-issued cellular telephone.

(c) The Superintendent shall be reimbursed for the actual cost of the employee portion of the payments on behalf of the superintendent to the Kentucky Teacher's Retirement for retirement benefits, including any and all increased amounts that attributable to the increase in the Superintendent's salary.

(d) The Superintendent shall be provided family health, dental, and vision insurance for the Superintendent and his family at the District's expense from a group plan available through the District for other employees, with the specific plan(s) selected by the Superintendent.

(e) The Board shall allow the Superintendent mileage reimbursed at no less than the rate established by state and/or federal law for the use of the Superintendent's personal vehicle for travel completed for business purpose, as defined by District policy, both inside and outside the District. The Superintendent shall also be reimbursed for personal expenses incidental to the travel when an itemized statement of travel and expense is submitted to and approved by the Board.

11. The Superintendent shall attend all professional training sessions required by law. Upon Board approval the Superintendent is encouraged to attend appropriate education meetings and conferences at the local, state, and national levels for the purpose of professional growth. The Board shall reimburse the Superintendent for actual expenses incurred while attending these professional activities, including payment of dues in

appropriate professional organizations of the Superintendent's choosing, which sponsor such professional activities.

12. If requested, the Board shall, by direct payment, pay the professional dues for the Superintendent's memberships in the Kentucky Association of School Administrators, Kentucky Association of School Superintendents, and the American Association of School Administrators. The Board shall also reimburse the Superintendent up to \$300.00 for dues in civic organizations to provide representation for the Board as needed. All other membership dues will be the responsibility of the Superintendent.
13. The Board shall reimburse the Superintendent for actual expenses incurred in carrying out the Superintendent's professional activities when an authorized statement is submitted to and approved by the Board.
14. The Superintendent shall, to the best of the Superintendent's ability, secure capable and qualified candidates for various available positions within the District which are subject to appointment by the Superintendent.
15. It is understood and agreed that the Superintendent, as chief executive officer of the Board, shall oversee the educational and business affairs of the District affairs, and the Board, individually and collectively, will refer matters before the Board to the Superintendent for study and recommendation. However, this shall not prevent the Board from acting on any matters in which it is entitled to act by law.
16. The Board shall fairly consider releasing the Superintendent from this contract should the opportunity arise for professional advancement.
17. In the absence of mutual agreement, this contract may only be terminated by the Board upon a showing of legal cause and in accordance with procedures established by Kentucky law. The Board agrees that it shall defend, hold harmless, and indemnify the Superintendent from any and all 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 this employment. If in the good faith opinion of the Superintendent a conflict exists in the defense of such claim between the legal position of the Superintendent and the legal position of the Board and/or District, the Superintendent may engage counsel in which event the District shall indemnify the Superintendent for the cost of legal defense.

18. This Contract embodies the entire agreement between the Board and Superintendent and there are no oral or written agreements between the Parties, nor any representations made by either Party relative to the subject matter hereof, which are not expressly set forth herein.
19. If any provision of this Contract is held to be illegal, invalid or unenforceable under present or future laws, such provision shall be fully severable; this Contract shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part of this Contract, and the remaining provisions of this Contract shall remain in full force and effect and shall not be affected by such illegal, invalid, or unenforceable provision or by its severance from this Contract.
20. The Superintendent's signature is evidence of his formal acceptance of his appointment as Superintendent and his formal acceptance of the term of office.

THIS CONTRACT shall be invalid if the Superintendent is under contract with another board of education in this state covering the same period of time, until such contract is terminated, or the Superintendent is released therefrom.

Dated this _____ day of May 2022.

By _____
Dr. William Jesse Bacon, Superintendent

Dated this _____ day of May 2022.

By _____
Deborah Atherton, Chair
Bullitt County Board of Education

CONTRACT OF SECRETARY OF BOARD OF EDUCATION

KRS 160.440

COMMONWEALTH OF KENTUCKY

COUNTY OF BULLITT

This article of agreement made and entered into this _____ day of _____, 2022.

WITNESSETH: That William Jesse Bacon, hereby contracts with the Board of Education of Bullitt County School District, Shepherdsville, Kentucky, as Secretary of said Board of Education for a period of four (4) years, beginning the 1st day of July 2022, and expiring on June 30, 2026, as is authorized by Section 160.440, Kentucky Revised Statutes.

It is agreed that said William Jesse Bacon shall receive a salary of -0- dollars per year for the services as Secretary to be paid in regular monthly installments out of the common school fund of said district. It is hereby agreed that he shall perform his duties as Secretary of the Board as set out by the laws of the Commonwealth of Kentucky and in accordance with the rules and regulations of the State Board of Education and the District Board of Education with which this contract has been made. Failure to do so will invalidate the contract as Secretary of the Board of Education.

BULLITT COUNTY BOARD OF EDUCATION

Chairman

Secretary - Elect

Note: One copy of this contract is to be filed with the Bureau of Administration and Finance, Department of Education. One copy is for the Secretary's personal file.