

SUPERINTENDENT'S CONTRACT

Bryant School District

July 1, 2014 to June 30, 2017

The Board of Directors of the Bryant School District (herein "Board") and Tom W. Kimbrell, Ed.D. (herein "Superintendent") agree:

1. **Employment.** Board agrees to employ Superintendent as Superintendent of the Bryant School District ("District") for the period July 1, 2014 ("Effective Date") to June 30, 2017 ("Termination Date"), or until such time as this Contract is terminated pursuant to Sections 9 or 10 hereof, with all the powers and duties vested in that position by applicable laws, regulations, and Board policies. Superintendent agrees to accept the employment and faithfully discharge the duties incident to it. As a condition of his employment, Superintendent agrees to reside in the District at all times he is employed pursuant to this Contract.

2. **Compensation.** The salary to be paid to Superintendent effective July 1, 2014 shall be at an annual rate of \$200,000.00 payable in twelve (12) equal monthly installments. In addition, two percent (2%) of Superintendent's salary will be placed in an annuity of the Superintendent's choice in year one. Each consecutive year the percent placed in an annuity of the superintendent's choice will increase by one percentage point until it reaches 6%. Superintendent's salary will be placed on the teacher salary scale at EdD level plus 28 years with a multiplier of 2.3441 for a 240 day contract and will be adjusted based on changes approved by the Board to the certified salary scheduled. Additionally, if bonuses are provided to such certified teachers instead of pay increases, Superintendent will receive the amount of the bonus provided to such certified teachers.

3. **Duties.** The Superintendent shall have, subject to the control and regulations of the Board and all other applicable laws and regulations, full authority in connection with the operation of the District, the education program of the District, and all other matters pertaining thereto. The Superintendent shall perform such duties as shall be inherent in and necessary for the efficient discharge of his position as the Superintendent of Schools of the School District. During the term of this Agreement, the Superintendent agrees to devote full time to the performance of his duties as set forth under this Agreement.

Superintendent acknowledges and agrees that the obligations and duties set forth in this contract are his primary duties and responsibilities. However with prior notification to the board, Superintendent has the right to undertake speaking engagements, writing, teaching a college or university course, lecturing or other professional duties and obligations. Provided, however, that this other work shall not interfere in a material and substantial manner with the Superintendent's obligations set forth above.

4. **Review of Performance.** The Board shall evaluate and assess the performance of the Superintendent in writing on or before the January board meeting of each year of this Contract (beginning January 2015 and on or before each January board meeting thereafter during the term of this Contract). The meetings at which the Board evaluates the Superintendent will be held in closed meeting unless the Board and Superintendent determine that it should be held in open meeting. The evaluation and assessment shall be related to the duties of the Superintendent as outlined in the Superintendent's job description and the stated annual priorities of the Board. The evaluation format and procedure shall be in accordance with the Board's policies and state and federal law and with the input of the

Superintendent. In the event the Board deems that the evaluation instrument, format and/or procedure (including, but not limited to timeline) is to be modified by the Board, the Superintendent shall be provided a reasonable period of time to demonstrate such expected performance before being evaluated.

5. Professional Development and Activities. Superintendent is encouraged and expected to participate in professional activities that will tend to enhance his professional competence and keep him abreast of developments in education and educational administration. His reasonable expenses incident to such activities including meetings, workshops, seminars, and other such programs as well as dues in professional organizations shall be reimbursed based on an annual budget and justification request that is part of the annual budget of the school for the aforementioned activities and expenses. Superintendent is also encouraged and expected to participate in community and civic activities, and the District shall pay any membership fees incurred by Superintendent in connection with such participation up to \$1,500 during any contract year. Dues in community and civic activities shall be submitted as part of the annual budget of the school for the aforementioned activities and expenses.

6. Physical and Professional Conditions. The parties hereto agree that there shall be filed in the records of the District an official transcript of the Superintendent's college training; proof of his date of birth; a current, valid teaching license of the highest grade attainable with college credits, which license the Superintendent shall be responsible for maintaining during the term of this Agreement. In accordance with law and the regulations of the Arkansas State Board of Health, the Superintendent shall also file annually a certificate issued by a licensed physician reflecting his condition of physical and mental health. The Board shall bear the expense of the Superintendent's annual examination.

7. Related Employees. The Superintendent represents to the Board that he is not related to any member of the Board within the degrees prohibited by the laws of the State of Arkansas.

8. Vacation, Sick Leave, and Employment Benefits. During the term hereof, Superintendent shall receive or participate in the benefits provided generally to all administrative employees of the District on the same basis as available to those staff members, including, but not limited to, vacation leave, sick leave, and retirement benefits, and to such other benefits as may from time to time be approved by the Board of Education. Effective July 1, 2014, Superintendent shall be credited with ten (10) days of annual vacation leave. Upon separation from the District, Superintendent shall be paid for any unused vacation leave at his then prevailing daily rate of pay. Superintendent will be given a school vehicle to drive for school business and limited personal purposes not interfering with school purposes. The Board shall also provide a cellular telephone and service for the unlimited use of Superintendent, an iPad and Apple computer for school business use, and the Board shall be responsible for all such expenses associated therewith. The Board shall cause gasoline credit cards to be issued to Superintendent in order to provide gasoline for the Superintendent's vehicle for professional use, and the Board shall be responsible for all such expenses associated therewith. The Board will reimburse moving expenses up to \$10,000.00. In order for the Superintendent to receive such reimbursements, three bids for services must be received by Superintendent and the lowest bid that meets all moving requirements will be accepted. Actual receipts must be turned in by Superintendent prior to reimbursements being made. Superintendent will repay the District all moving

expenses for which he was reimbursed in the event Superintendent elects not to begin his third year of the Contract.

9. **Disability.** In the event the Superintendent shall be disabled and unable to perform his duties under this Agreement by reason of sickness, accident, or other cause beyond his control and such disability continues for more than thirty (30) days, the Board may terminate this Agreement. In the event of termination due to disability, the Superintendent shall continue to receive the salary provided for under paragraph 8 of this Agreement for a period of 6 months from the date the Superintendent becomes disabled and has exhausted any sick leave available to him under paragraph 8 hereof. The Board's decision and determination as to the disability of the Superintendent shall be final.

10. **Termination for Cause.** The Board shall have the right to terminate this Agreement for good cause. In the event that the Board wishes to terminate this Contract prior to its termination date without the Superintendent's written concurrence, the Superintendent shall be entitled to a due process hearing before the Board of Education prior to the occurrence of any purported act of termination. Due process shall include a written notice of the reasons why the Board of Education intends to terminate this Employment Contract and the right to appear before the Board. The Superintendent has the right to be represented at the hearing by a representative of the Superintendent's choice and a right to a written decision describing the results of the hearing. The Board shall also have the right to be represented at the hearing by a representative of its choice. Witnesses may be called by either party. These provisions do not constitute a waiver of any rights that the Board or the Superintendent may have to enforce this Contract in the courts under contract or other applicable law.

11. **Waiver.** The failure of either party to insist, in any one or more instances, upon performance of any of the terms or conditions of this Agreement shall not be construed as a waiver of relinquishment of any right granted hereunder or of the future performance of any such terms or conditions, but the obligations of either party with respect thereto shall continue in full force and effect.

12. **Severability.** In case any provision of the Agreement shall be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

13. **Entire Agreement.** This instrument contains the entire Agreement of the parties. It may not be changed orally, but only by an agreement in writing signed by all parties hereto.

14. **Indemnification; Legal Representation.** The District shall indemnify and hold the Superintendent harmless from and against any claims, actions, suits and proceedings at law or equity brought against Superintendent in his capacity and arising out of his actions as Superintendent and employee of the Board, such indemnification to include the cost of legal representation in such action; provided, however, that the District reserves the right to select such counsel to represent Superintendent subject to the Superintendent's consent, such consent not to be unreasonably withheld.

15. **Governing Law.** This Agreement shall be governed by the laws of the State of Arkansas.

IN WITNESS WHEREOF, the parties have executed this Agreement on May 12, 2014, to become effective July 1, 2014.

BRYANT SCHOOL DISTRICT

SUPERINTENDENT

By: _____
President of Board

Tom W. Kimbrell, Ed.D.

By: _____
Secretary of Board