

**WASHINGTON COUNTY
BOARD OF EDUCATION**

March 22, 2021

4:00 PM

Central Office

- I. **CALL TO ORDER**
- II. **Action on the Director of Schools' contract**
- III. **ADJOURNMENT**

**AN AGREEMENT
REGARDING THE RETIREMENT OF
DR. WILLIAM FLANARY**

WHEREAS Dr. William Flanary has faithfully served the Washington County Schools for almost 40 years as an educator and administrator; and

WHEREAS, since June 2018, Dr. Flanary has served as the Director of Washington County Schools; and

WHEREAS, during his term as the Director, Dr. Flanary has guided the Washington County Schools through the unprecedented challenges created by COVID-19; and

WHEREAS Dr. Flanary has been a constant reassurance to the faculty, staff, parents, and students of the Washington County Schools during these tumultuous times; and

WHEREAS the Washington County Board of Education recognizes the immeasurable contribution that Dr. Flanary has made to his community and this school system over the past four decades and especially during the past year; and

WHEREAS Dr. Flanary has declared his intention to retire from the education profession on June 30, 2021; and

WHEREAS the Washington County Board of Education has already identified a successor to Dr. Flanary; and

WHEREAS the Washington County Board of Education has many significant decisions to make in the very near future in connection with the budgeting and expenditure of Elementary and Secondary School Emergency Relief grant funds; and

WHEREAS Dr. Flanary believes that it is in the best interests of the Washington County Schools if his successor were to assume the leadership of the school system as quickly as possible in order to guide the Board in connection with these decisions; and

WHEREAS the Board of Education is willing to release Dr. Flanary from his obligations to the Board under the terms of his present contract of employment as the Director of Washington County Schools; and

WHEREAS Dr. Flanary is willing to be released from his contract of employment subject to certain fair and reasonable conditions; and

WHEREAS the Washington County Board of Education desires to honor its commitment to Dr. Flanary and to celebrate his retirement while also planning for the future of the Washington County Schools;

SO THEREFORE, PREMISES CONSIDERED, the Washington County Board of Education and Dr. William Flanary do hereby agree as follows:

1. The Washington County Board of Education formally acknowledges and thanks Dr. William Flanary for his dedicated service to the Washington County Schools for the past 40 years, and Dr. Flanary expresses his deepest appreciation for having had the opportunity to serve his community in what must certainly be the most noble profession.

2. Subject to the understandings set forth in this agreement, as of April 5, 2021, the Washington County Board of Education will release Dr. Flanary from any further obligations to the Board and the Washington County Schools, and Dr. Flanary will set aside his authority as the Director of Washington County Schools.

3. The Washington County Board of Education will honor its financial commitments to Dr. Flanary through June 30, 2021, including his salary and employment related benefits, such that Dr. Flanary will remain on the payroll without interruption through that date.

4. Dr. Flanary will make himself available to his successor to assist as needed in the transition of the leadership of the Washington County Schools.

5. At the conclusion of the school year, Dr. Flanary will preside over celebrations honoring teachers of the year and student achievement, and he will officiate at the graduation ceremonies of the Washington County Schools.

6. In recognition of Dr. Flanary's service, which the Central Office staff has called "caring," "steady," "mindful," "devoted," and "sincere," the

Washington County Board of Education hereby offers, and Dr. Flanary gratefully accepts, an honorarium of One Thousand, Four Hundred Dollars (\$1,400.00) as a token of its appreciation. The Board notes that no monetary figure can adequately measure Dr. Flanary's contribution to the Washington County Schools or the wider community, but it hopes and trusts that this gesture will convey its heartfelt admiration for Dr. Flanary and its well wishes as he enters his retirement.

IN WITNESS WHEREOF, we, the Members of the Washington County Board of Education and Dr. William Flanary, have each set our hands on this the 18th day of March, 2021.

Dr. William Flanary

Jason Day, Chairman

Mike Masters, Vice Chair

David Hammond

Keith Ervin

Annette Buchannan

Mitch Meredith

Chad Fleenor

Whitney Riddle

Mary Beth Delinger

CONTRACT OF EMPLOYMENT

BETWEEN

JERRY S. BOYD

AND THE

WASHINGTON COUNTY BOARD OF EDUCATION

This Contract is entered into this 22 day of March, 2021, by and between the Washington County Board of Education, hereinafter called the "BOARD," and Jerry Boyd, hereinafter called the "DIRECTOR."

The BOARD and the DIRECTOR, for the consideration herein specified, agree as follows:

1. **TERM OF CONTRACT.** The BOARD hereby employs the DIRECTOR as DIRECTOR of the WASHINGTON COUNTY SCHOOLS for a period commencing on the 5th day of April 2021 and ending on the 30th day of June 2024.
2. **PROFESSIONAL CERTIFICATION.** Throughout the term of this Contract, the DIRECTOR shall keep and maintain any and all necessary certification required by the State of Tennessee for directors of schools and shall file any such certification with the BOARD chairman.
3. **DUTIES.**
 - a) The DIRECTOR shall perform those duties specified in the *Tennessee Code Annotated* as well as those duties listed in the DIRECTOR'S job description as adopted by the BOARD and as may be amended from time to time during the term of this Contract. These duties are adopted by reference as if fully stated herein.
 - b) The DIRECTOR shall devote full-time attention, knowledge, skills and energies to the business and interests of the BOARD and the WASHINGTON COUNTY SCHOOLS as are necessary to perform the above-referenced job duties. These duties will generally be performed during normal business hours, but it is expressly agreed that the duties of this position will require the DIRECTOR to work during time other than normal business hours and may, from time to time, require travel in and out of the County.

c) STRATEGIC PLANNING.

- i. Not later than August 1, 2021, the DIRECTOR shall develop a proposed strategic plan for the upcoming school year for the BOARD'S review and consideration. By September 1, 2021, the BOARD shall review the DIRECTOR'S proposal and shall develop and adopt a Strategic Plan for the WASHINGTON COUNTY SCHOOLS containing specific goals and objectives that the DIRECTOR will pursue with all diligence.
- ii. Not later than January 1 of each calendar year of this Contract, the DIRECTOR will propose revisions to the BOARD'S Strategic Plan based upon the performance of the WASHINGTON COUNTY SCHOOLS in state assessments and the BOARD'S evaluation of the DIRECTOR'S own performance. Not later than February 1 of each calendar year of this Contract, the BOARD will consider any revisions to the Strategic Plan.

4. COMPENSATION.

- a) STARTING ANNUAL SALARY. Beginning on April 1, 2021, the BOARD shall pay the DIRECTOR a starting annual salary in the amount of One Hundred Forty Thousand Dollars (\$140,000) in twelve (12) equal monthly installments in accordance with BOARD policy. In no event shall the DIRECTOR be paid less than the starting annual salary set forth in this section of the Contract.
 - b) PERFORMANCE BONUSES. As part of the Strategic Plan developed pursuant to Section 3.c.i), above, the BOARD will establish four objectively measurable benchmarks tied to the academic improvement of the WASHINGTON COUNTY SCHOOLS that, if met, will entitle the DIRECTOR to performance-based bonuses of Two Thousand, Five Hundred Dollars (\$2,500) apiece, for a total possible performance bonus of Ten Thousand Dollars (\$10,000) over the term of this Contract.
 - c) WITHHOLDING. All compensation due the DIRECTOR will be subject to required withholdings and routine applicable deductions.
5. BENEFITS. Except as provided in this Contract, the BOARD will provide the DIRECTOR with the same benefits granted to other WASHINGTON COUNTY SCHOOLS licensed employees, including holidays, medical, life, and disability insurance.
6. PROFESSIONAL LIABILITY. The BOARD shall maintain liability insurance covering alleged wrongful acts and omissions of the DIRECTOR in the scope of his employment with the BOARD. The BOARD shall, to the extent permitted by law, directly or through insurance, defend the DIRECTOR, bear defense costs, and indemnify and hold the DIRECTOR harmless on demands, claims, suits, and legal

proceedings brought by third parties against the DIRECTOR in his official capacity as agent and employee of the BOARD, except that this obligation of the BOARD shall not exist with respect to violations of criminal law, intentional torts, improper personal gain, or willful misconduct, and in no event will individual BOARD members be considered liable for indemnifying the DIRECTOR against such demands, claims, suits, and legal proceeding.

7. PROFESSIONAL GROWTH. The DIRECTOR is encouraged and expected to participate in professional growth and development activities, including maintaining membership in professional organizations, including but not limited to the Tennessee Organization of School Superintendents and the American Association of School Administrators, and attending professional conferences at the local, state, and national levels. As a result, the BOARD shall pay the membership dues for such professional organizations and shall pay for the DIRECTOR to attend the professional meetings approved by the BOARD, including the actual and necessary expenses of said attendance (not paid by the State Department of Education) in accordance with BOARD policy.
8. WORK YEAR AND LEAVE.
 - a) Pursuant to Section 3.b) above, it is understood and agreed that the DIRECTOR will devote however much time may be necessary to accomplish his duties. The BOARD expects the DIRECTOR to maintain appropriate office hours during the two hundred sixty (260) day work year and to be accessible and responsive at all other times.
 - b) The DIRECTOR shall earn 15 vacation days per year. Vacation shall not accrue from year to year. Vacation time should be avoided at the beginning and end of the school year.
 - c) The DIRECTOR may accumulate and use personal leave days in accordance with state law and the BOARD'S policy.
 - d) The DIRECTOR shall be granted one (1) day of sick leave for each month of employment. The DIRECTOR may accumulate unused sick leave days, and any unused sick leave days may be used for retirement credit in accordance with the policies of the Tennessee Consolidated Retirement System. The DIRECTOR may carryover any accumulated sick leave from his previous district as well as accumulated sick leave earned at the Tennessee Department of Education pursuant to state law.
9. EXPENSES.
 - a) The BOARD shall pay the DIRECTOR a moving allowance of Five Thousand Dollars (\$5,000.00) upon the execution of this Contract.

- b) The BOARD will pay the DIRECTOR a temporary housing allowance in the amount of Seven Hundred Fifty Dollars (\$750.00) per month for the first three months (April, May, June) of this Contract.
- c) The BOARD will provide the DIRECTOR the technology necessary to carry out the duties of the Director, including a laptop, home printer/fax/scanner, a smart phone, tablet or similar device.
- d) The BOARD recognizes that it is critical to the WASHINGTON COUNTY SCHOOLS for the DIRECTOR to be involved in civic organizations. As a result, the BOARD will pay the DIRECTOR'S membership fees in up to two (2) civic organizations of his choice.
- e) Subject to the terms of BOARD policy, the BOARD shall reimburse the DIRECTOR for reasonable and necessary expenses actually incurred by the DIRECTOR in the course of WASHINGTON COUNTY SCHOOLS' business including, but not limited to, travel outside of Washington County.

10. PERFORMANCE EVALUATION.

- a) Annually, and no later than the 15th day of December each calendar year during the term of this Contract, the BOARD shall evaluate the DIRECTOR'S performance as DIRECTOR of the WASHINGTON COUNTY SCHOOLS.
 - i. In conducting this evaluation, the BOARD shall use the evaluation format pursuant to section 10.b) below and shall include: a review of the DIRECTOR'S progress toward goals established by the BOARD pursuant to sections 3.c) above; the working relationships between the DIRECTOR and the BOARD, the staff, the students and the community at large; and any other matter relative to the duties of the DIRECTOR pursuant to section 3.a) of this Contract.
 - ii. Prior to this evaluation, the DIRECTOR shall provide the BOARD a written self-appraisal using the evaluation format pursuant to section 10.b) below and the BOARD shall consider the DIRECTOR'S self-appraisal in conducting the review of the DIRECTOR.
 - iii. The BOARD shall provide the DIRECTOR with a written copy of its evaluation. The DIRECTOR shall have the right to make a written response to the evaluation, which shall be attached to the BOARD'S written evaluation.
- b) The BOARD and the DIRECTOR will endeavor to agree upon the evaluation format no later than February 1 of the preceding year in view of any updates to the BOARD'S Strategic Plan. In the event that the BOARD and the DIRECTOR cannot agree, the BOARD may develop the format and inform the DIRECTOR.

11. BOARD/DIRECTOR RELATIONSHIPS/COMMUNICATIONS.

- a) The BOARD and the DIRECTOR agree that they shall work with each other in the spirit of cooperation and teamwork and shall provide each other periodic opportunity to discuss BOARD/DIRECTOR relationships and communications.
- b) The DIRECTOR acknowledges the BOARD'S role to govern the WASHINGTON COUNTY SCHOOLS as the elected representatives of the citizens of Washington County. Accordingly, the DIRECTOR agrees to discuss any significant changes in the operation or structure of the administration of the WASHINGTON COUNTY SCHOOLS with the BOARD prior to implementing any such changes.
- c) The BOARD agrees that individual BOARD members will not give direction to the DIRECTOR or any employee of the WASHINGTON COUNTY SCHOOLS regarding the management of the WASHINGTON COUNTY SCHOOLS or the solution of specific problems and that they shall refer all personnel complaints or other communications concerning the administration of the WASHINGTON COUNTY SCHOOLS to the DIRECTOR for investigation and report to the BOARD.
- d) The BOARD, collectively or by its individual members, shall promptly refer to the DIRECTOR all criticisms, complaints and suggestions called to their attention relative to DIRECTOR'S performance of his duties of the operation of the WASHINGTON COUNTY SCHOOLS for the DIRECTOR'S study and recommendation.

12. PROFESSIONAL ACTIVITIES. The DIRECTOR may engage in professional activities, including speaking and writing, with or without compensation, provided that doing so does not detract from the duties of his employment.

13. CONTRACT TERMINATION.

- a) Mutual Agreement, Retirement or Death. This Contract may be terminated by the mutual agreement of the parties or by the retirement or death of the DIRECTOR.
- b) For Cause. This Contract may be terminated by the BOARD for cause in accordance with the provisions of Title 49, Chapter 2, Part 2 or Chapter 5, Part 5 of the *Tennessee Code Annotated*. If the BOARD terminates this Contract for cause, the DIRECTOR will be entitled to no further benefits or compensation except any accrued and unpaid benefits and expenses at the time of termination of this Contract.
- c) Removal from Office. This Contract shall be terminated if the State Board of Education, in accordance with the provisions of Title 49, Chapter 1 of the *Tennessee Code Annotated* as enacted or hereafter amended, orders the removal of the DIRECTOR. If such removal is ordered, the DIRECTOR shall be entitled to

no further benefits or compensation except any accrued and unpaid benefits and expenses at the time of termination of this Contract.

- d) Disability. The BOARD may terminate this Contract for disability of the DIRECTOR. Disability shall mean that the DIRECTOR is unable to perform the essential functions of his position because of disability, as defined by the Americans with Disability Act, with or without reasonable accommodations for an aggregate of one hundred twenty (120) days within any one hundred eighty (180) consecutive days during the term of this Contract. If this Contract is terminated for disability, the Board shall pay the DIRECTOR any accrued and unpaid benefits as of the date of the termination of this Contract.

14. AMENDMENTS. Any modifications to this contract shall be made by mutual agreement of both parties and only in writing. Neither party shall be bound by any oral representation concerning modification of this contract.

15. ENTIRE AGREEMENT. This Contract constitutes the entire agreement between the parties and the parties hereto acknowledge that neither has relied upon any oral representation of any agreements by the other and that no such oral representations or agreements shall in any way affect the terms of this agreement and that this agreement may not be modified or changed except by written instrument executed by the parties.

16. NEPOTISM. The DIRECTOR will not hire immediate family members in administrative roles.

IN WITNESS WHEREOF WE HAVE SET OUR HANDS:

Jerry S. Boyd,
Director of Washington County Schools

Jason Day, Chairman,
Washington County Board of Education

Date

Date