

CREIGHTON COMMUNITY PUBLIC SCHOOL  
SUPERINTENDENT CONTRACT OF EMPLOYMENT

THIS CONTRACT is made by and between the Board of Education of Knox County School District No. 13, in the State of Nebraska, hereinafter referred to as "the Board", and **NAME TO BE INSERTED** hereinafter referred to as "the Administrator".

WITNESSETH: That in accordance with action taken by the Board as recorded in the minutes of the Board meeting held on the 31st day of January, 2015 the Board hereby agrees to employ the Administrator and the Administrator hereby agrees to accept such employment as Superintendent.

Section 1. Term of Contract. The Administrator shall be employed for a period of 3 years, beginning on or about the 1<sup>st</sup> day of July, 2015, and expiring on or about the 30th day of June, 2018.

Section 2. Salary. In consideration of an annual salary of **\$118,000** to be paid in the 2015-16 school year, and future salary increases will be approved by the Board of Education, such increases are based on the yearly evaluation and of the further agreements and considerations hereinafter stated, the Administrator, agrees to perform faithfully duties of Superintendent in and for the District as prescribed by the laws of the State of Nebraska and by the rules, regulations, and policies promulgated by the Board thereunder. Annual salary shall be paid in twelve equal installments each year. The first installment shall be payable on the 15th day of July 2015 and the remaining installments shall be payable on the 15th day of each month. The Board retains the right to adjust the Administrator's annual salary upward during the term of this Contract, as an amendment hereto, without such adjustment constituting a new contract or extending the length of this Contract. The Administrator's salary shall not be reduced during the term of this Contract.

Additionally, the Superintendent shall be entitled to reimbursement one time for allowable moving expenses as defined by Internal Revenue Service, actually incurred for the purpose of relocating into the Creighton Community Public School District, provided that such reimbursement shall not exceed \$5,000. The Superintendent shall provide the District with appropriate receipts to substantiate such expenses.

Section 3. Principal Residence/Domicile in School District. The Superintendent domicile and principal residence shall be within the boundaries of the District as they exist on the first duty day for the Superintendent under the terms of this contract; and, the Superintendent shall maintain his domicile and residence within the boundaries of the District during the term of this agreement, or any renewal, amendment, or continuation thereof, except as otherwise provided herein. If the Superintendent is in his/her first year of employment with the District and does not have his domicile and principal place of residence within the District at the time of his employment, the Superintendent shall move his domicile and principal place of residence into the corporate limits of the District before the expiration of the first six months from the Superintendent's first duty day under this contract. It is the purpose of this paragraph to require the Superintendent, at all times during such employment, to live and maintain his domicile and principal place of residence in the District to encourage the Superintendent: (1) to be highly motivated and deeply committed to the District's educational system; (2) to speak to and vote on ballot issues affecting the district as a legal voter of the school district; (3) to be involved in school and community activities bringing him in contact with parents and community leaders and be committed to the future of the district and its schools; (4) to be accessible to parents and students, and allow parents and students to become personally acquainted with him and, (5) to gain sympathy and understanding for the cultural basis of the community, and the social, economic, and environmental problems of the children of the school community and are thus less likely to be considered isolated from the community in which he is the educational leader.

Section 4. Professional Status. The Administrator hereby affirms that he/she is not under contract with another school board or board of education covering any part of or all of the same term provided in this Contract. The Administrator further affirms that throughout the term of this Contract he/she will hold a valid and appropriate certificate to act as a Superintendent in the State of Nebraska, which certificate shall be registered in the office of the Superintendent of Knox County, School District No.13.

Section 5. Administrator's Duties. The duties of the Administrator shall be as prescribed in the Board Of Education Staff Policy Handbook, which duties shall be performed in accordance with standards and goals established by the Superintendent of Schools. The Administrator agrees to devote his/her time, skill, labor and attention to his/her duties as Superintendent throughout the term of the Contract; provided, however, the Administrator, by agreement with the Board of Education, may undertake consultative work, speaking engagements, writing, lecturing, or other professional duties and obligations.

Section 6. Discharge. Throughout the term of this Contract the Administrator may be discharged if he/she materially breaches any provision of this Contract, or performs any act which substantially inhibits his/her ability to discharge his/her duties as Superintendent, including but not limited to (a) in competency, (b) immorality, (c) intemperance, (d) cruelty, (e) conviction of a felony, (f) neglect of duty, (g) general neglect of the business of the District, (h) unprofessional conduct, and (i) physical or mental incapacity. Nothing contained herein shall prevent the suspension of the Administrator, with pay, from his duties during the pendency of proceedings under this section.

Section 7. Disability. Should the Administrator be unable to perform his duties by reason of illness, accident or other disability beyond his control, and such disability shall continue for more than six (6) months, or if such disability is permanent, irreparable, or of such a nature as to make performance of his duties impossible, the Board may in its discretion terminate this Contract, whereupon the respective rights, duties and obligations of the parties hereunder shall terminate, with the exception of any benefits to be paid to the Administrator under any insurance coverage furnished by the District.

Section 8. Physical Examination. The Administrator agrees to have a comprehensive physical examination not less than every three years and not more than once each year. A written report by the physician performing each examination certifying to the physical competency of the Administrator shall be filed with the Secretary of the Board and treated as confidential information by the Board. The cost of such physical examinations and physician's reports shall be paid by Blue Cross/Blue Shield Insurance carrier any amounts not covered by Blue Cross/Blue Shield shall be paid by the District.

Section 9. Transportation. The Board shall provide the Administrator with transportation required in the performance of his official duties or shall reimburse him/her for such transportation at the rate determined from time to time by the Board.

Section 10. Leave. The Administrator shall be entitled to twenty (20) working days to be used as vacation in a manner and at times selected by him/her, ten (10) working days of sick leave, and three (3) working days of Bereavement during each year of this Contract. For the purpose of this section the term "working days" shall not include any Saturday, Sunday, or legal holidays which are defined to include Independence Day, Labor Day, Thanksgiving and the following Friday, Christmas Eve, Christmas Day, New Year's Eve, New Year's Day, and Memorial Day. The Administrator may accumulate up to forty (40) days of sick leave, once forty (40) days have been accumulated, no days will be earned or granted unless accrued days are first used.

Section 11. Professional Development. The Administrator may attend appropriate professional meetings at the local, state, and national levels, and the expenses of attendance shall be paid by the District.

Section 12. Fringe Benefits. The Administrator shall receive all fringe benefits of employment which are granted other certificated employees of the District. In addition to said fringe benefits, the District shall pay full family dental, and the cost of membership to the Administrator's State and National professional organizations.

Section 13. No Penalty for Release or Resignation. There shall be no penalty for release or resignation by the Administrator from this Contract; provided no resignation shall become effective until expiration of the Contract unless accepted by the Board and the Board shall fix the time at which the resignation shall take effect.

Section 14. Compensation Upon Termination. Upon lawful termination of this Contract for any reason, the compensation to be paid hereunder shall be an amount which bears the same ratio to the annual salary specified as the number of months or fraction thereof to the date of such termination bears to the twelve months in the annual salary period in which termination occurs. Any portion of the salary paid, but not earned, prior to the date of termination of this Contract shall be refunded by the Administrator.

Section 15. Renewal of Contract after Contract Expiration Date. The Secretary of the Board shall, not later than the 15th day of April notify the Administrator in writing of the Board's intention not to renew this Contract. Failure to so notify the Administrator shall result in an automatic renewal of this Contract for a period of one year from and after the Contract expiration date provided in Section I of this Contract.

Section 16. Renewal, Amendment, Termination or Cancellation of Contract. It is expressly understood and agreed that this Contract, the Administrator's employment hereunder and the renewal, amendment, termination or cancellation of this Contract shall be subject to and governed by laws of the State of Nebraska, as amended from time to time, as any of said statutes shall apply to an Administrator's Contract, except for the date by which the Administrator has to be notified of the Board's intention not to renew this Contract as provided in Section 14.

Section 17. Governing Laws. The parties shall be governed by all applicable state and federal laws, rules, and regulations in performance of their respective duties and obligations under this Contract.

Section 18. Amendments to be in Writing. This Contract may be modified or amended only by a writing duly authorized and executed by the Superintendent and the Board.

Section 19. Severability. If any portion of this Contract shall be declared invalid or unenforceable by a court of competent jurisdiction, such declaration shall not affect the validity or enforceability of the remaining provisions of this Contract.

IN WITNESS WHEREOF, the parties have executed this Contract on the dates indicated below.

Executed by the Board this \_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
President, Board of Education

\_\_\_\_\_  
Secretary, Board of Education

Executed by the Administrator this \_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
Administrator