

Kenesaw Public School

Superintendent Contract of Employment

THIS CONTRACT is made by and between the Board of Education of Kenesaw Public School, Adams County School District No. 0003, hereinafter referred to as "the Board" and Rick Masters, hereinafter referred to as "the Superintendent."

WITNESSETH: That in accordance with action taken by the Board as recorded in the minutes of the Board Meeting held on the 8 day of January, the Board hereby agrees to employ the Superintendent and the Superintendent hereby agrees to accept such employment subject to the following terms and conditions:

- Section 1.** Term of Contract. The Superintendent shall be employed for a period of two (1) years beginning on the 1st day of July, 2018, and expiring on the 30th day of June, 2019.
- Section 2.** Salary. In consideration of the annual salary of \$ 114,400.00 for the 2018-2019 year with the board approval and determination of the salary for the 2018-2019 school year and of the further agreements and considerations hereinafter stated, the Superintendent agrees to perform his duties faithfully in and for the District as prescribed by the laws of the State of Nebraska and by the rules and regulations promulgated by the Board. Said annual salary shall be paid in equal installments in accordance with the practice of the Board governing payment of other professional staff employees of the District.
- Section 3.** Professional Status. The Superintendent hereby affirms that he is not under contract with another School Board or Board of Education covering any part of or all of the same terms provided in this Contract. The Superintendent further affirms that throughout the term of this Contract he will hold a valid and appropriate certificate to act as a Superintendent of Schools in the State of Nebraska, which certificate shall be registered with the proper officials in Adams County as required by law.
- Section 4.** Superintendent's Duties. Subject to the approval of the Board, the Superintendent shall be responsible for organizing, reorganizing, and arranging the administrative and supervisory staff of the District in a manner which best serves the schools of the District. The administration of instruction and business affairs shall be vested in the Superintendent and administered by him with the assistance of his staff. The Superintendent shall have responsibility for selection, placement, and transfer of personnel. He shall be responsible for initiating all personnel matters which require action by the Board, which includes making recommendations to the Board concerning the termination or discharge of any personnel. The Superintendent agrees to devote his time, skill, labor, and attention to the duties as Superintendent of Schools throughout the term of this Contract; provided, however, the Superintendent, by agreement with the Board, may undertake consultative work, speaking engagements, writing, lecturing, or other professional duties and obligations.
- Section 5.** Board-Superintendent Relationship. The Board shall have primary responsibility for formulating and adopting Board Policy. The Superintendent shall be the chief administrative officer for the District and shall have primary responsibility for the implementation of Board Policy. The parties agree, individually and collectively, not to interfere with or usurp the duties or responsibilities of the other party. The Board, individually and collectively, will promptly refer all criticisms, complaints, and suggestions called to its attention to the Superintendent for action, study, and/or recommendation, as appropriate.

- Section 6.** Discharge. Throughout the term of this Contract, the Superintendent may be discharged if he materially breaches any provision of this Contract or performs any action which substantially inhibits his ability to discharge his duties, including but not limited to (a) incompetence, (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.
- Section 7.** Disability. Should the Superintendent 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 two (2) months, or if such disability is permanent, irreparable, or of such a nature as to make performance of his duties impossible, the Board may, at 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 Superintendent under any insurance coverage furnished by the District.
- Section 8.** Physical Examination. The Superintendent agrees to have a comprehensive physical examination performed by a licensed physician upon initial employment and once every two years during the term of this Contract. A written report by the physician performing each such examination certifying to the physical competence of the Superintendent 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 the District.
- Section 9.** Transportation. The Board shall provide the Superintendent with transportation required in the performance of his official duties or shall reimburse him for such transportation at the current Federal mileage reimbursement rate.
- Section 10.** Annual Vacation. The Superintendent shall be allowed 20 working days of vacation leave during each year of this Contract to be used in a manner and at times selected by him. The vacation level shall not carry over from one contract year to another.
- Section 11.** Professional Development. With the prior approval of the Board, the Superintendent shall continue his professional development by attending appropriate professional meetings at the local, state, and national levels.
- Section 12.** Additional Benefits. The Superintendent shall receive all fringe benefits of employment which are granted other certificated employees of the District. In addition, the District shall provide the Superintendent with the following benefits:
- ◆ District will provide \$900.00 a month stipend in lieu of Family Insurance for the 2018-2019 school year.
 - ◆ District will provide a \$1,500.00 allotment to attend a National Convention or Conference.
 - ◆ District will pay professional dues up to \$500.00.
- Section 13.** No Penalty for Release or Resignation. There shall be no penalty for release or resignation by the Superintendent from his Contract; provided, no resignation shall become effective until the 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 annual salary paid but not earned prior to the date of termination of this Contract shall be refunded by the Superintendent.

Section 15. 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 16. 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 17. 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 Superintendent this 6th day of July, 2018
Richard L. Masters
Superintendent

Executed by the Board this 12th day of July, 2018

Cynthia M. [Signature]
President, Board of Education

Shandra Uden
Secretary, Board of Education