

Superintendent and High School Principal Contract

This agreement is made this **9th day of January, 2006**, between the Board of Education of Unified School District # ____, Republic County, Kansas, (“the Board”) and [REDACTED], (hereinafter referred to as “Superintendent and High School Principal”) that the Superintendent and High School Principal is hereby employed by the Board for a term of two years beginning **July 1, 2006 and ending June 30, 2008**, subject to the following duties, compensation and conditions of employment.

IT IS AGREED AS FOLLOWS:

1. Employment - The Superintendent and High School Principal is hereby hired and retained for the period July 1, 2006, through June 30, 2008, as Superintendent of Schools and High School Principal of [REDACTED].

2. Duties of the Superintendent

- a. The Superintendent agrees to serve as chief administrator of U.S.D. ____ and to undertake and perform all duties and responsibilities, and exercise appropriately the authority of the office of Superintendent, as set forth in the Board of Education Policy Handbook or any other Board policies regarding the Superintendent, which are hereby incorporated by reference as if fully set out in this contract, as those policies may be amended from time to time during the term of this contract; as well as those obligations imposed by the laws of the State of Kansas and the United States of America upon Superintendents of Schools; and such other duties as from time to time may be assigned to him by the Board; all in a competent and professional manner.
- b. Without intending to limit the power and authority of the Board as prescribed by law, the administration of Board policy, the operation and management of the schools in U.S.D. ____, and the direction of U.S.D. ____ employees, will be through the Superintendent.
- c. The Superintendent will make recommendations to the Board on the selection, appointment, assignment, transfer, promotion, organization, reorganization, reduction, or termination of all U.S.D. ____ personnel, subject to the final approval of the Board.
- d. The Superintendent will provide administrative recommendations on all other items of business before the Board. Generally, the Superintendent will attend all regular and special meetings of the Board; and the Superintendent or the Superintendent’s designee will attend all committee meetings of the Board.

3. Duties of the Principal

- a. The Principal shall, under the direction of the Board, supervise the _____ High School. He shall comply with the laws of the State of Kansas and the policies, rules and regulations of the Board made thereunder. He shall make and file all reports required by the Board. He shall perform such other school services as may be mutually agreed upon by the Board.

Duties and responsibilities of the Principal specified in the _____ USD # ____ Board Policy Handbook.

- b. It is understood and agreed to between the Board and the High School Principal that this contract shall be null and void if the employee fails to have on file with the Board during the term of his employment a Kansas Administrator Certificate or equivalent. It is further understood that the Board reserves the right to assign said employee to such buildings and to perform such work as the best interest of the schools of the district require, as determined by the Board or its designated representative.

4. Duties of the Board

- a. The Board shall establish goals and objectives for U.S.D. ____, its students and employees after considering the recommendations, suggestions, and ideas of the Superintendent, in order to provide the clear direction or mission essential to an effective educational program.
- b. The Board shall be responsible for developing evaluation procedures and criteria, after considering the recommendations, suggestions, and ideas of the Superintendent.
- c. The Board shall be responsible for establishing policies and procedures concerning the educational program, as well as the students and employees of U.S.D. ____, including Superintendent and other school administrators.
- d. The Board shall consider all recommendations, suggestions, and ideas of the Superintendent concerning the selection, appointment, assignment, transfer, promotion, organization, reorganization, reduction, or termination of all U.S.D. ____ personnel, as well as all other items of business before the Board, and the development and establishment of evaluation procedures and criteria, before exercising its authority and responsibility to take final action and give final approval concerning any or all of the same.
- e. The Board shall be responsible for the oversight and evaluation of the Superintendent and High School Principal's performance of his duties, as such duties are set out herein.

4. Salary - The Superintendent and High School Principal shall receive an annual salary of [REDACTED] in consideration of which the Superintendent and High School Principal agrees to devote his time, skill, labor and attention to this employment, during the term of this contract, and to perform faithfully the duties of Superintendent of Schools and High School Principal. The Board may increase the Superintendent and High School Principal's compensation at any time during the contract period without said increase constituting adjustment or extension of this agreement. The Superintendent and High School Principal's annual compensation shall be paid in equal installments in accordance with the general policies of the Board regarding professional salaries.

6. Evaluation - The Superintendent and High School Principal shall be evaluated by the Board according to the procedures set forth in Kansas statutes and Board policy, all as amended from time to time.

7. Certificate - The Superintendent shall furnish a valid Kansas certificate to act as Superintendent of Schools, in accordance with the laws of the state and the regulations of the Kansas Department of Education.

8. Vacation and Sick Leave - The Superintendent and High School Principal shall receive twenty (20) work days of vacation annually. He shall in addition be entitled to ten (10) workdays of paid sick leave annually and two paid personal leave days annually. Sick leave may be accumulated to a maximum of seventy-five (75) workdays during the entire period of employment under this and any prior or future contracts. Unused leave of any kind shall not be considered as additional compensation and payment will not be made for unused leave upon the Superintendent and High School Principal ending employment with _____ U.S.D. ____.

9. Disability - The Board shall grant the Superintendent a leave of absence for unpaid temporary disability at any time that the Superintendent's medical condition interferes with the performance of the Superintendent's duties under this contract. Such a leave

of absence will not be invoked unless all accrued vacation and sick leave has first been exhausted. The Board may also place the Superintendent on leave of absence for temporary disability if, in the Board's judgment, and in consultation with a physician of the Board's choice, who has performed a thorough medical examination of the Superintendent, the Superintendent's condition interferes with the performance of the Superintendent's regular duties under this contract. The costs of such physical examination shall be paid by U.S.D. _____. In the event that the leave for temporary disability is forty-five (45) work days or more, the Board may, at its option, terminate this employment contract.

10. IRS Section 125 Salary Reduction Plan - Superintendent and High School Principal shall be allowed to contribute, within the scope of existing Section 125 policy and IRS regulations, amounts up to and including the total monthly salary, toward the purchase of the statutory nontaxable benefits under the Section 125 Salary Reduction Plan, as stated in the negotiated agreement.
11. Liability for the Payment of Taxes Related to Superintendent's Compensation - The Superintendent's compensation, including salary and any fringe benefit provided for under this contract, is subject to the United States Internal Revenue Code, as well as state and local tax laws, and the Board cannot be required to reimburse the Superintendent for any tax liability incurred because of the Superintendent's receipt of such compensation, should any or all of such compensation, including salary and fringe benefits, be, or become taxable. The Superintendent agrees to be responsible for the Superintendent's own federal, state and local taxes assessed because of his receipt of any such compensation, including fringe benefits.
12. Professional Development Activities, Related Expenses and Business Travel Expenses - The Board may require the Superintendent to continue his professional education and development by participating in relevant learning experiences. The Superintendent may, therefore, with the prior approval of the Board, attend appropriate professional meetings at the local, state, regional and national levels and be reimbursed by U.S.D. _____ for valid expenses incurred while attending approved classes, seminars or meetings. The Superintendent will be provided with a motor vehicle owned or leased by U.S.D. _____ for Superintendent's use in carrying out the business activities of U.S.D. _____, including all of the Superintendent's professional duties, and professional development activities approved by the Board.
13. The Superintendent may, with the permission of the Board, undertake consultative work, speaking engagements, writing, lecturing or other professional activities so long as said outside activities do not interfere with the performance of his duties as provided herein.
14. There shall be no penalty for resignation by the Superintendent, so long as such resignation is accepted by the Board and the time at which the resignation is to become effective is mutually agreed upon. In the event the Superintendent and Board cannot agree upon a mutual termination date, then the remaining employment contract period shall be completed by the Superintendent.

 Superintendent and High School Principal

 Date

 USD ___ Board of Education President

 Date

 USD ___ Board of Education Clerk

 Date