

## **SUPERINTENDENT'S CONTRACT OF EMPLOYMENT**

This Contract is made by and between the Board of Education of the McCool Junction School District No. 83, located in York County in the State of Nebraska, hereinafter referred to as "the Board", and CURTIS COGSWELL, 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 9<sup>th</sup> day of January, 2017 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 year, beginning on the first day of July, 2017 and expiring on the 30<sup>th</sup> day of June 2018.

Section 2. Salary. In consideration of an annual salary of \$159,426.43 for 2017-18 and of the further agreements and considerations hereinafter stated, the Superintendent agrees to perform faithfully duties of the Superintendent of Schools 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 thereunder. Said annual salary shall be paid in equal installments in accordance with the policy of the Board governing payment of other professional staff employees of the District. The board retains the right to adjust the Superintendent'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 Superintendent's salary shall not be reduced during the term of this Contract.

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 term 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 in the office of the County Superintendent of Schools in York County as required by law.

Section 4. Superintendent's Duties. The duties of the Superintendent shall be as prescribed in the Board of Education Policy Manual, Section IV, which duties are incorporated by reference into this Contract as if set forth verbatim herein and as otherwise directed by the Board. Superintendent agrees to devote his time, skill, labor and attention to his 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 engagement, 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 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 act which substantially inhibits his ability to discharge his duties as Superintendent, including (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. The Board shall not act arbitrarily or capriciously in calling for a discharge of the Superintendent and under no circumstances shall a discharge be effective unless the Superintendent has been given a specific statement of the cause or causes for discharge in writing and due notice of an opportunity for a hearing before the Board. The hearing shall be held before the Board and may be in a closed or open hearing, as provided by law, provided that in the event of a hearing in closed session, no formal action shall be taken by the Board on evidence presented at such hearing until the Board shall have reconvened in open session. The hearing officer shall formulate the procedural rules for the hearing, shall be in charge of the conduct of the hearing and shall have the power to rule on all objections, the Superintendent may at his cost and expense be represented by legal counsel at the hearing. During the hearing evidence in support of the cause or causes for discharge shall be presented. After

the hearing the Board shall submit a written memorandum of decision setting forth the reasons for the decision and the evidence relied upon. The fees and expenses of the hearing officer shall be paid by the District. Nothing contained herein shall prevent the suspension of the Superintendent, with pay, from his duties during the pendency of proceeding under this section.

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 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 his 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 once each year during the term of this Contract. A written report by the physician performing each such examination certifying to the physical competency of the Superintendent shall be filed with 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 rate of .535 cents per mile.

Section 10. Annual Vacation and Sick Leave. The Superintendent shall be allowed 25 working days of vacation leave during each year of his Contract to be used in a manner and at times selected by him. The Superintendent shall be entitled to 10 working days of sick leave during each year of this Contract. Sick leave shall be allowed to accumulate to 30 days. For the purpose of this section the term "working days" shall not include any Saturday, Sunday or Legal Holiday.

Section 11. Professional Development. The Superintendent shall, with approval of the Board, attend appropriate professional meetings at the local or state levels, and the expenses of attendance shall be paid by the District.

Section 12. Fringe Benefits. The Superintendent shall receive all fringe benefits of employment which are granted other certified employees of the District. In addition to said fringe benefits the District shall provide the Superintendent with the following benefits: Professional (NCSA) Dues, Disability Insurance.

Section 13. No Penalty for Release or Resignation. There shall be no penalty for release or resignation by the Superintendent 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 and Credit for Accrued Vacation. 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 hereof 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 Superintendent.

Section 15. Renewal of Contract after Contract Expiration Date. The Secretary of the board shall no later than the 1<sup>st</sup> day of February, 2017, notify the Superintendent in writing of the Board's intention not to renew this Contract. Failure to notify the Superintendent 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 1 of this Contract.

Section 16. 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 17. Amendments to be in Writing. This Contract may be modified or amended only in writing, as duly authorized and executed by the Superintendent and the Board, or as otherwise provided by law.

Section 18. 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 16<sup>th</sup> day of February, 2017

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President or Chairman, Board of Education

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Secretary, Board of Education

Executed by the Superintendent this \_\_\_\_ day of \_\_\_\_\_, 2017

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Superintendent