COLBY PUBLIC SCHOOLS
COLBY, KANSAS

CONTRACT
SUPERINTENDENT OF SCHOOLS

This agreement is made this 21st day of January 2008, between the Board of Education of Unified School District No. 315, Thomas County, Kansas, (hereinafter the "Board") and **TERREL HARRISON** (hereinafter the "Superintendent").

IT IS AGREED AS FOLLOWS:

EMPLOYMENT
The Superintendent is hereby hired and retained as the Superintendent of Schools of Unified School District No. 315, Thomas County, Kansas.

TERM OF CONTRACT
This contract shall be for a term not to exceed two years, commencing the 1st day of July 2008 and ending on the 30th day of June 2010. The parties may, by agreement, enter into subsequent contracts to replace the initial contract. Such agreement would void the existing contract.

DUTIES
The duties and responsibilities of the Superintendent shall include those set forth in Board policies regarding the Superintendent at the time this contract is signed, which are incorporated by reference as if fully set out in this contract; those obligations imposed by the laws of the State of Kansas upon Superintendents of Schools; and such other duties as may be assigned by the Board incidental to the office of Superintendent.

SALARY
The Superintendent shall receive a salary of $90,000 per annum, paid in at least twelve (12) substantially equal installments. In consideration of the salary received, the Superintendent agrees to devote the necessary time, skill, labor and attention to this employment during the period of this contract, and to perform faithfully the duties of Superintendent of Schools. Salary for the second (2nd) year of the contract shall not be less than the first year's salary.

CERTIFICATION/LICENSURE
The Superintendent shall furnish the Board a valid Kansas certificate/license to act as Superintendent of Schools in accordance with Kansas law and Kansas State Department of Education regulations.

PHYSICAL EXAMINATION
The Superintendent does hereby agree to have a comprehensive medical examination once a year, and that a statement certifying to the physical competency of the Superintendent shall be filed with the district personnel office and treated as confidential information by the Board. The district shall pay the cost of said medical examination.

EVALUATION
The Board shall annually evaluate the Superintendent according to the procedures set forth in Kansas' statutes and Board policy. The Board shall determine the criteria upon which the

Board will evaluate the Superintendent, taking into account those criteria specified in Kansas statutes, and communicated to the Superintendent at the time the contract is executed.

CONSULTING OR SIMILAR SERVICES

The Superintendent shall be permitted to perform consulting or other similar services for compensation provided the Superintendent performs these services while using vacation leave or with specific approval by the Board.

INTELLECTUAL PROPERTY RIGHTS

The Board retains ownership of or interest in any copyright of publications or computer programs written or generated by the Superintendent in the course of performing the duties specified in this contract.

LEAVE PROVISION BENEFITS

The Superintendent shall be provided the following leave provisions:

BEREAVEMENT LEAVE

Up to three (3) days leave per occurrence for bereavement due to a death in the Superintendent's immediate family. Immediate family is defined as parent, grandparent, sibling, spouse, child, grandchild, father-in-law and mother-in-law.

EMERGENCY LEAVE

Up to two (2) days per contract year (unused leave does not accumulate).

SICK LEAVE

Ten (10) days of paid sick leave per contract year (credit shall be given for existing years with the district). Sick leave shall accumulate to a maximum of one hundred (100) days. In the event the Superintendent is terminated or resigns prior to the end of this contract period, any unused sick leave as of the date of termination or resignation shall be forfeited and no additional compensation shall be paid. In the event of non-renewal of this contract for the succeeding contract period approved by the Board, any unused sick leave remaining on June 30 is forfeited and no additional compensation shall be paid.

Should the Superintendent be unable to perform any or all of their duties by reason of illness, accident or other cause beyond their control and said disability exists for a period of more than a total of 100 calendar days during any calendar year, or said disability is permanent, irreparable, or of such nature as, in the discretion of the Board, will make the performance of their duties impossible, the Board may, at its option, terminate this agreement, whereupon the respective duties, rights and obligations of the parties shall terminate.

HOLIDAY LEAVE

The following paid days: 4th of July, Labor Day, District fall break (including Thanksgiving), District winter break (including Christmas and New Years'), Good Friday and Memorial Day.

VACATION LEAVE

Twenty (20) days of paid vacation leave per contract year. Any vacation leave not used by June 30 of each contract year shall be forfeited. In the event the Superintendent is terminated or resigns prior to the end of this contract period, any

vacation leave that has not been used in the current year as of the date of termination or resignation shall be forfeited and no additional compensation shall be paid. In the event of non-renewal of this contract for the succeeding contract period approved by the Board, any unused vacation leave remaining on June 30 is forfeited and no additional compensation shall be paid. The Board may elect to waive or adjust these forfeiture stipulation(s).

FRINGE BENEFITS

INTERNAL REVENUE CODE 125 (SALARY REDUCTION PROGRAM)

The Superintendent may participate in an IRC 125 salary reduction program ("cafeteria plan") offered by the Board to its employees. Current benefits available include: Hospitalization insurance (refers to the health insurance plan adopted by the Board); b) salary protection insurance; c) cancer insurance; d) term life insurance; e) pre-paid medical (medical reimbursement); f) dependent care (IRS definition); and g) dental care.

TAX-DEFERRED PRODUCTS/ANNUITIES (SALARY REDUCTION PROGRAM)

The Board in accordance with State law shall permit the Superintendent to participate in tax-deferred/annuity program(s) of their choosing. This will be allowed via the normal payroll of the district.

HEALTH INSURANCE

The Board shall pay a $330 monthly benefit "fringe" toward the health insurance plan selected by the Board. Should the Superintendent elect not to participate in the district health insurance plan, the $330 fringe will not be applied to any other benefit, nor will it be paid in cash to the Superintendent.

SCHOOL VEHICLE

The Board shall provide the Superintendent with a vehicle to be used in the performance of their official duties during this contractual period. The Board further authorizes the Superintendent use of the school vehicle for professional enrichment, continuing education, speaking engagements, and other purposes provided they are reasonably related to their job duties and responsibilities.

The Board authorizes the Superintendent to use the vehicle for personal use. If the vehicle is used for personal reasons, reimbursement shall be made to the district at the current state reimbursement mileage rate.

SCHOOL CREDIT CARD

A school credit card will be issued in the name of the Superintendent. It is the responsibility of the Superintendent to file itemized expense statements/forms of charges placed upon the credit card with the Board clerk. Reports of these activities and expenses shall be available to the Board.

BUSINESS TRAVEL EXPENSES

The Board will incur the costs of all travel expenses related to the job duties and responsibilities of the Superintendent. The Superintendent may use their school credit card for these charges. If the Superintendent personally pays for any such expenses, reimbursement will be made to the Superintendent according to district procedures. It is the responsibility of the Superintendent to file itemized expense statements/forms of

charges related to business travel with the Board clerk. Reports of these activities and expenses shall be available to the Board.

PROFESSIONAL DEVELOPMENT – The Superintendent may attend appropriate professional meetings at the local, state and national level, and the Board shall incur the expenses of said attendance. The Board expects the Superintendent to continue their professional development and to participate in relevant learning experiences. The Superintendent shall file itemized expense statements/forms of all professional activities with the Board clerk. Reports of these activities and expenses shall be available to the Board.

PROFESSIONAL MEMBERSHIPS – The Superintendent is encouraged to join appropriate educational organizations, and the Board shall incur the expenses of said membership.

CIVIC MEMBERSHIPS – The Superintendent is encouraged to join local civic group(s), and the Board shall pay the cost of said memberships and expenses.

TERMINATION AND NOTICE OF RENEWAL OR NON-RENEWAL

A. TERMINATION

Either party in accordance with the following provisions may terminate this contract:

1. Liquidated damages not imposed:
During the first year of the initial contract period, the Board may terminate the contract by providing written notice on or before May 1 of the first year. The Superintendent may terminate the contract by providing written notice of termination on or before May 15 of the first year. The contract shall terminate as of June 30 of the first year and neither party shall have any further liability to perform under the terms of the contract.

2. Liquidated damages imposed:
a). During the second year of the initial contract period, if the Superintendent provides written notice to the Board requesting termination of the contract before June 30, the Board may grant the request upon payment of liquidated damages by the Superintendent of $4,000.

b). During any current one year contract extension, if the Superintendent provides written notice to the Board requesting termination of the contract period prior to June 30, the Board may grant the request upon payment of liquidated damages by the Superintendent of $4,000.

3. The Board may waive liquidated damages.

B. NOTICE OF RENEWAL OR NON-RENEWAL

Written notice shall be provided to the Superintendent by the Board on or before May 1 of the year in which the then current contract terminates of the Board's intention to renew or not renew the contract.

The Superintendent shall provide written notice to the Board on or before May 15 of the year in which the then current contract terminates of the Superintendent's intention to accept or reject renewal of a contract of employment. The parties may enter into subsequent contracts to replace a current contract.

BREACH OF CONTRACT

The following shall constitute a breach of this contract:

a). Failure to perform the duties or responsibilities or follow the provisions set forth in this contract by either party.

b). Failure to maintain a current license/certificate to act as Superintendent of Schools, in accordance with Kansas law and Kansas State Department of Education regulations.

In the event there is a breach of contract, the party not in breach of contract may sue for specific performance or damages or both. The prevailing party shall be entitled to recover reasonable attorney fees from the losing party in addition to any other relief granted by the court.

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Superintendent of Schools
Unified School District No. 315

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President, Board of Education
Unified School District No. 315

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Member

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Member

ATTEST:

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Clerk, Board of Education
Unified School District No. 315