

## CONTRACT OF EMPLOYMENT SUPERINTENDENT OF SCHOOLS

This contract is made by and between the Board of Education of Palmyra District OR1, legally known as Otoe County School District 66-0501 and referred to herein as the "Board" and the "District" respectively, and Robert Hanger, referred to herein as the "Superintendent."

WITNESSETH: In accordance with its action taken and recorded in the minutes of its meeting held on February 13, 2017, the Board offers to employ Mr. Hanger as its Superintendent of Schools and Mr. Hanger agrees to accept such employment subject to the terms and conditions set forth below.

**Section 1. Term of Contract.** This contract shall be for a period of three (3) contract years beginning on July 1, 2017 and ending on June 30, 2020. The term "contract year" shall mean the period from July 1<sup>st</sup> through June 30<sup>th</sup>. The first year of the contract will begin on July 1, 2017 and end on June 30, 2018. The second year of the contract will begin on July 1, 2018 and end on June 30, 2019. The third year of the contract will begin on July 1, 2019 and end on June 30, 2020. **Duty Days.** Duty days will not include Saturdays, Sundays, scheduled school holidays when school is not in session, and teachers and/or staff are not required to be at school, including, but not limited to the following: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

**Section 2. Salary.** The Superintendent shall be paid an annual salary of One Hundred Forty-One Thousand Five Hundred Eighty-Eight Dollars (\$141,588.00) subject to applicable deductions and federal and state withholding. The salary shall be paid in twelve (12) equal monthly payments commencing in July 2017 in accordance with the District's payment practices for professional staff members. The salary for the second and third contract years shall be subject to negotiations between the Board and the Superintendent. The Board shall not reduce the Superintendent's compensation during the contract term except for just and sufficient cause as authorized by law, but it may increase the compensation as an amendment to the contract without the amendment constituting a new contract or extending the contract term.

**Section 3. Professional Status.** The Superintendent affirms that he is not under contract with another school board or board of education covering any part of the contract term of this contract. 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 he will register in the central office of the District

as required by law. This contract shall not be valid and the Board will not compensate the Superintendent for any service performed prior to the date that he registers his certificate.

**Section 4. Duties.** The Superintendent shall be responsible for the administration and operation of the instruction and business affairs of the District. He shall devote his entire time, skills, and effort to the performance of his duties and shall undertake and perform them in an efficient and businesslike manner in accordance with Board policy and directives, the rules and regulations of the Nebraska Department of Education, and state and federal law. He shall not engage in any other business, profession or occupation without the Board's prior written consent. By agreement with the Board, he may undertake consultative work, speaking engagements, writing, lecturing, or other professional duties and obligations as long as they do not interfere with carrying out his duties and obligations to the District.

**Section 5. Superintendent's Residence.** The Superintendent shall reside within the boundaries of the District during his term of employment. He shall make a good faith effort to secure housing in the District by July 1, 2010; provided, if he is unable to do so, he shall inform the Board and confer about the issue.

**Section 6. Transportation.** The Board shall provide the Superintendent with transportation or reimburse him for mileage required in the performance of his official duties at the rate approved by the Board.

**Section 7. Fringe Benefits.** The Board shall provide the Superintendent with the following fringe benefits:

- a. **Health Insurance.** Family health insurance under the District's group health insurance plan.
- b. **Dental Insurance.** Family dental insurance under the District's group insurance plan.
- c. **Life Insurance.** Term life insurance with a total death benefit of Fifty Thousand Dollars (\$50,000).
- d. **Sick Leave.** Twelve (12) days of sick leave per year which may accumulate to a total of 45 days. If the Superintendent is absent for more than five consecutive days because of illness or injury, the Board may require that he provide a doctor's certificate confirming that the absence was a reasonable and

necessary consequence of his illness or injury as a condition of payment. The Superintendent shall not be entitled to any compensation for unused sick leave upon the conclusion of his employment. If he qualifies for disability pay under the long-term disability policy, he shall be required to take the disability pay instead of sick leave pay.

- e. **Vacation.** Fifteen (15) vacation days for the 2010-11 contract year which he may use at times he chooses so long as his absence does not interfere with the proper performance of his duties. Any extended vacation period while school is in session will require advance approval by the Board. The parties agree to cooperate to arrange vacation time so as to cause the least inconvenience under the circumstances to the normal operation of the District. After the 2010-11 contract year, the Board shall give the Superintendent up to 15 days to bring his total accumulation to 15 days. For example, if the Superintendent uses 12 days of vacation one year, the board will provide him with 12 days the following year to bring his total to 15 days. The Superintendent shall develop a system for recording his use of vacation days and shall keep such records current and on file in the District's central office. Annually, at the Board's regularly scheduled August meeting, and at other times upon the Board's request, the Superintendent shall report to the Board on the number of vacation days he has used. The Board may require the Superintendent to use his vacation days and shall compensate the Superintendent for unused vacation leave upon the conclusion of his employment.
- f. **Disability Insurance.** The Superintendent shall be required to purchase disability insurance from the school district's carrier at his own expense. The Board will increase his salary by the amount of the premium cost.
- g. **Professional Development.** The Superintendent is expected to continue his professional development and to participate in relevant learning experiences. With the Board's approval, he may attend appropriate professional meetings at the local, state, regional and national level, and the Board will pay for reasonable and necessary expenses for attendance at approved meetings.

- h. Professional Dues.** The District will pay the annual dues for the Superintendent's membership in the Nebraska Council of School Administrators and such other organizations as the parties agree upon.
- i. Professional Publications.** The District will pay the annual subscription fees for such publications as the parties agree upon.

**Section 8. Evaluation.** The Board shall evaluate the Superintendent twice during his first year of employment and at least once each year thereafter. The Board may evaluate the Superintendent more frequently when, in its sole discretion, it determines more frequent evaluations to be appropriate. The Superintendent shall remind the Board members in writing at least 45 days before the date of each upcoming evaluation and provide them with the written evaluation instrument to be used. The Board shall put its evaluations in writing and discuss them with the Superintendent. He shall sign each evaluation to acknowledge receipt of it, and a fully signed copy of each evaluation shall become part of his personnel file.

**Section 9. Disability.** If the Superintendent is unable to perform his duties by reason of illness, accident, or other disability beyond his control, and the disability continues for more than three (3) months, or if the disability is permanent, irreparable, or of such a nature as to make performance of his duties impossible, the Board may initiate action to cancel 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 10. Physical or Mental Examination.** The Board may require the Superintendent to undergo a physical or mental examination by a physician and/or psychologist of the Board's choosing. In deference to the requirements of the Americans with Disabilities Act and HIPAA, the physician's report to the Board shall address whether the Superintendent is able to perform the "essential functions" of his position.

**Section 11. Legal Actions.** The Board will support the Superintendent if there is a legal dispute caused by his carrying out his duties in good faith. If a legal action, including a professional practice complaint, is threatened or filed against the Superintendent as a result of his performance of his duties or his position as Superintendent of the District, the Board will provide him with a legal defense to the maximum extent permitted by law so long as he acted in good

faith and in a manner which he reasonably believes to be in or not opposed to the District's best interests and, with respect to any criminal action or proceeding, had no reasonable cause to believe that his conduct was unlawful.

**Section 12. Renewal of Contract After Contract Expiration Date.** The President of the Board shall, not later than the December Board of Education meeting date each year, notify the Superintendent in writing of the Board's intention not to extend this Contract. Failure to so notify the Superintendent shall result in an automatic renewal of his Contract for a period of one year from and after the Contract expiration date provided in Section I of this Contract.

**Section 13. Cancellation or Mid-Term Amendment.** The Board may cancel or amend this contract during its term for sufficient legal reason which shall include, but not be limited to, the following reasons: (a) the cancellation, termination, revocation, or suspension of the Superintendent's certificate (Nebraska Administrative and Supervisory Certificate, or the Nebraska Professional Administrative and Supervisory Certificate) by the State Board of Education; (b) any of the reasons set forth in this contract; (c) the breach of any of the material provisions of this contract; (d) incompetence; (e) neglect of duty; (f) unprofessional conduct; (g) insubordination; (h) conduct involving moral turpitude; (i) physical or mental incapacity; (j) intemperance; (k) conviction of a felony; or (l) any conduct, event, or state of facts that substantially interferes with the Superintendent's continued performance of his duties. The procedures for cancellation or mid-term amendment of this contract shall be in accordance with state statutes.


**Section 14. No Penalty for Release or Resignation.** There shall not be a penalty for the Superintendent's release or resignation from this contract; provided no resignation shall become effective until the expiration of the contract unless the Board accepts it and fixes the date at which it shall take effect.

**Section 15. 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 12 months in the annual salary period in which termination occurs. The Superintendent shall refund any portion of the salary he was paid but had not earned prior to the date of termination 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 contact.


**Section 17. 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 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 enforcement of the remaining provisions of this contract.



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President, Board of Education

Dated February 13, 2017.



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Robert Hanger, Superintendent

Dated February 13, 2017.

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