

CONTRACT OF EMPLOYMENT SUPERINTENDENT OF SCHOOLS

This contract is made by and between the Board of Education of Palmyra District OR-1, legally known as Otoe County School District 66-0501, referred to herein as the "Board" and the "District" respectively, and Michael Hart, referred to herein as the "Superintendent."

WITNESSETH: In accordance with its action taken and recorded in the minutes of its meeting held on the 13th day of January, 2020, the Board offers to employ Michael Hart as its Superintendent of Schools and the Superintendent 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 two (2) contract years beginning on July 1, 2020 and ending on June 30, 2022. The term "contract year" means the period from July 1st through June 30th. The first year of the contract will begin on July 1, 2020 and end on June 30, 2021. The second year of the contract will begin on July 1, 2021 and end on June 30, 2022. **Duty Days.** Duty days will not include Saturdays, Sundays, scheduled school holidays when school is not in session during the school year 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, provided that it is understood that the Superintendent is required to perform duties at any and all times needed to effectively meet the needs of the Board.

Section 2. Salary. The Superintendent shall be paid an annual salary of One Hundred Thirty Six thousand Dollars (\$136,000.00) subject to applicable deductions and federal and state withholding. The salary shall be paid in twelve (12) equal monthly payments commencing in July 2020 in accordance with the District's payment practices for professional staff members. The salary for subsequent 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 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. Duties. The Superintendent shall be responsible for the administration and operation of the instruction and business affairs of the District. The Superintendent shall devote the Superintendent's entire time, skills, and effort to the performance of the Superintendent's 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. Regular dependable in-person attendance at meetings of the Board and committees of the Board and other assigned duties is an essential function of the Superintendent's position. The Superintendent shall not engage in any other business, profession or occupation without the Board's prior written consent. By agreement with the Board, the Superintendent may undertake consultative work, speaking engagements, writing, lecturing, or other professional duties and obligations as long as they do not interfere with carrying out the Superintendent's duties and obligations to the District.

Section 4. Superintendent's Residence. The Superintendent shall reside within the boundaries of the District during the Superintendent's term of employment. The Superintendent shall have 365 days from July 1, 2020 to establish residency in the District.

Section 5. Transportation. The Board shall provide the Superintendent with transportation or reimburse him for mileage required in the performance of the Superintendent's official duties at the rate approved by the Board.

Section 6. 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 forty-five (45) days. If the Superintendent is absent for more than five (5) consecutive days because of illness or injury, the Board may, as a condition of payment, require him to provide a doctor's certificate confirming that the absence was a reasonable and necessary consequence of the Superintendent's illness or injury and/or ability to return to work. The Superintendent shall not be entitled to any compensation for unused sick leave upon the conclusion of the Superintendent's employment. If the Superintendent qualifies for disability pay under the long-term disability policy,

the Superintendent shall be required to take the disability pay instead of sick leave pay.

- E. Vacation.** Fifteen (15) vacation days for the 2020-21 contract year which the Superintendent may use at times the Superintendent chooses so long as the Superintendent's absence does not interfere with the proper performance of the Superintendent's 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 2020-21 contract year, and each subsequent contract year, the Board shall give the Superintendent as many days as are necessary to bring the Superintendent's total accumulation to fifteen (15) days. For example, if the Superintendent uses ten (10) days of vacation one year, the board will provide the Superintendent with ten (10) days the following year to bring the Superintendent's total to fifteen (15) days. The Superintendent shall develop a system for recording the Superintendent's 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 the Superintendent's vacation days and shall compensate the Superintendent for unused vacation leave upon the conclusion of the Superintendent's employment. The value of an unused vacation day shall be one-two hundred fiftieth ($1/250$) of the Superintendent's yearly salary.
- F. Disability Insurance.** The Superintendent shall be required to purchase disability insurance from the school district's carrier at the Superintendent's own expense. The Board will increase the Superintendent's salary by the amount of the premium cost.
- G. Professional Development.** The Superintendent is expected to continue the Superintendent's professional development and to participate in relevant learning experiences. With the Board's approval, the Superintendent 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.
- J. **Moving Expenses.** Upon being provided with receipts, the Board will reimburse the Superintendent for up to Two Thousand Five Hundred Dollars (\$2,500) in expenses the Superintendent incurred in moving to the District at the outset of this contract.

Section 7. Evaluation. The Board shall evaluate the Superintendent twice during the 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 forty-five (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. The Superintendent shall sign each evaluation to acknowledge receipt of it, and a fully signed copy of each evaluation shall become part of the Superintendent's personnel file.

Section 8. Disability. If the Superintendent is unable to perform the essential functions of the Superintendent's position by reason of illness, accident or other disability beyond the Superintendent's control, and the disability continues for more than three (3) months, or such extended time that is beyond a reasonable accommodation under the law, or if the disability is permanent, irreparable, or of such a nature as to make performance of the Superintendent's 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 9. 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 the Superintendent's position.

Section 10. Legal Actions. School districts are statutorily authorized to provide a legal defense for, and/or indemnify administrators for acts that they committed in good faith and in the scope of their employment. Neb. Rev. Stat. § 79-516. The District shall, to the extent permitted by law, defend, hold harmless, and indemnify the Superintendent from any and all demands, claims, suits, actions, and legal proceedings brought against the Superintendent in the Superintendent's individual capacity or the Superintendent's official capacity as an agent or employee of the District, provided that the incident arose while the Superintendent was acting (or, in good faith, reasonably believed that the Superintendent was acting) within the scope of the Superintendent's employment with the District and the District is not in an adverse position in the legal proceedings. This provision shall not apply to criminal proceedings against the Superintendent and shall not obligate the District beyond any applicable insurance coverage the District has available.

Section 11. Amendment or Nonrenewal at the Expiration of the Stated Term. If the Board determines that it is appropriate to consider the amendment or nonrenewal of this contract for the contract year commencing on or after the end of its stated term, the Board shall notify the Superintendent of its intention in writing on or before December 15th of the last year of the contract term and shall comply with the applicable statutory procedures. The failure to so notify the Superintendent shall result in an automatic renewal of the Contract for a period of one (1) contract year from and after the contract expiration date provided in Section 1 of this Contract.

Section 12. Cancellation or 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 representations by Superintendent in Section 14 being determined to be false or incorrect; (c) any of the reasons set forth in this contract; (d) the breach of any of the material provisions of this contract; (e) incompetence; (f) neglect of duty; (g) unprofessional conduct; (h) insubordination; (i) conduct involving moral turpitude; (j) physical or mental incapacity; (k) intemperance; (l) conviction of a felony; or (m) any conduct, event or state of facts that substantially interferes with the Superintendent's continued performance of the Superintendent's duties. The procedures for cancellation or amendment of this contract shall be in accordance with state statutes.

Section 13. Representations and Legal Requirements.

A. Certificate. The Superintendent shall hold at all times during the term of this Contract a valid and appropriate certificate to act as a Superintendent and Principal and any other assigned duties.

B. Registration of Certificate. The certificate required to perform the assigned duties shall be registered as required by law. This contract is not valid until the required certificate is registered in accordance with law and the Superintendent shall not be compensated for any services performed prior to the date of registration of the certificate.

C. No Other Contract. The Superintendent represents that the Superintendent is not under contract with another board of education within the State of Nebraska covering any part of or all of the same time of performance as provided for in this Contract.

D. No Penalty for Release. 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 remaining term of the Contract unless the Board fixes an earlier effective date.

E. School Retirement. This Contract is subject to provisions of the School Employees' Retirement Act.

Section 14. Representations of Superintendent. The Superintendent represents that: (1) all information set forth in the Superintendent's application for employment and other information provided by the Superintendent in seeking employment are true and accurate, and if said information ceases to be true, Superintendent shall advise the Board President immediately; (2) Superintendent has never been convicted or plead no contest or otherwise been adjudicated as having committed a felony, any other offense involving moral turpitude, or any other offense involving abuse, neglect, or sexual misconduct as defined in Sections 003.11 through 003.13 of 92 NAC 21; and (3) Superintendent has not suffered suspension or revocation of any educational professional license or certificate, nor voluntarily surrendered such a license or certificate where charges or potential charges were pending or imminent.

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 the Superintendent 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 contract.

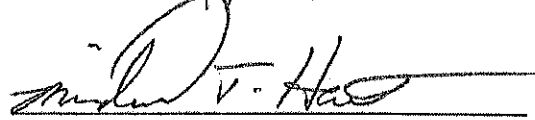
Section 17. Amendments to be in Writing. This contract may be modified or amended only by a writing duly authorized and executed by the Superintendent and the Board.

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.

The failure to return a signed copy of this Contract to the President or Secretary of the Board of Education of the District on or before NA, 2020 shall constitute a rejection by the Superintendent of the offer of employment.



President, Board of Education



Superintendent

Dated January 13, 2020.

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