

## DISTRICT OR-1: CONTRACT OF EMPLOYMENT WITH SUPERINTENDENT

THIS CONTRACT is made by and between the Board of Education of the **Otoe County School District Number 66-0501, a/k/a Palmyra District O R-1**, hereinafter referred to as “the Board,” and **Michael Hart**, 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 **14<sup>th</sup> day of March, 2022**, the Board agrees to employ the Superintendent, and the Superintendent agrees to accept such employment, subject to the following terms and conditions:

**1. Term of Contract.** This Contract is for a term of two (2) years beginning on the **1st day of July, 2022**, and expiring on the **30th day of June, 2024**. A “contract year,” for purposes of this Contract, shall be from July 1st to June 30th.

**2. Renewal and Rollover.** This Contract may be extended in one (1) year increments under the terms of this Paragraph. An extension will extend the Contract for one additional contract year (July 1st through June 30th), unless otherwise agreed to in writing by both parties. Neither party is obligated to extend this Contract. Any extension under this Contract must occur as follows:

a. Superintendent's Request to Extend. In each contract year, the Superintendent shall, by **December 15<sup>th</sup>** of such contract year, notify the Board President in writing if the Superintendent desires to extend this Contract for one additional year. If Superintendent does not notify the Board President in writing by December 15<sup>th</sup>, then this Contract shall not be extended and shall end on the final day of the existing Contract, unless both parties otherwise mutually agree in writing.

b. Board Action on Request to Extend. If the Superintendent timely submits a request to extend this Contract for one additional year, then the Board shall, in each contract year, have until **February 16<sup>th</sup>** of such contract year to decide whether to extend the Contract. If the Board votes to extend the Contract for one year, or if the Board takes no action by **February 16<sup>th</sup>**, then this Contract shall automatically be extended by one contract year. If the Board decides against extending the Contract, then the Contract will not extend and will automatically end on the last day of the existing Contract.

c. Notice of Non-Renewal. The parties agree that this Paragraph takes the place of and foregoes the need for the Board to deliver a notice of non-renewal of the Contract. Further, the Superintendent affirmatively waives the April 15th non-renewal deadline and acknowledges that this Paragraph shall have the same force and effect of a formal notice of non-renewal, if the Board votes against extending this Contract.

**3. Salary.** The annual salary shall be: **One Hundred Forty-Four Thousand Five Hundred Dollars (\$144,500.00)**. Said annual salary shall be paid in equal installments in accordance with the policy of the Board governing payment of certificated employees of the District.

In the event that the Superintendent is elected to any other office or offices of the Board of Education or in connection with the District, the Superintendent shall perform the duties of such other office or offices without remuneration other than that as provided in this Contract.

The District, acting by and through its Board of Education, reserves the right to adjust the annual salary during the term of this Contract, said salary adjustment, however, shall not reduce the annual salary to any lesser amount than that as above stated. Any adjustment in salary made during the term of this Contract shall be in the form of an amendment or complete restatement and shall become a part of this Contract; provided, however, that in making any such salary adjustment, it shall not be considered that the District has entered into a new Contract, nor shall the ending date of this Contract be thereby extended unless the Board of Education, by specific action, shall expressly extend such end date. In no event shall any such extension, together with the unexpired term of this Contract or any prior extension, be for a period in excess of three (3) years.

This Contract shall conform to the regulations governing deductions with reference to Mandatory Withholdings, Internal Revenue Service and Nebraska Department of Revenue Tax regulations, Social Security, and the Nebraska School Employees' Retirement Act. Other deductions may be withheld as required or otherwise agreed to by the parties to this Contract.

4. **Benefits.** As further consideration for the services to be performed by the Superintendent, it is agreed as follows:

A. Leave Benefits. Paid leave is available to the Superintendent when the following specific conditions are met: (1) the Superintendent is currently employed by the District; and (2) the paid leave day is taken on a day Superintendent would otherwise be expected to be at work.

1. Vacation. The Superintendent shall be allowed 15 working days of vacation leave during each contract year. Vacation shall not be taken at times that would interfere with the Superintendent's attendance at regularly scheduled Board meetings or at times when the Superintendent's duties require the Superintendent's attendance at school (e.g., beginning and end periods of the school year).

2. Carry-over and Accumulation of Vacation Days.

Vacation is to be used during each contract year. Any unused vacation days (up to 5 days) from a previous year will be added to the number of days the Superintendent has for the following contract year, such that the total vacation days at the beginning of the contract year be no more than 20 days. On the first day of each of the following contract year(s), the Superintendent shall be granted fifteen (15) new vacation days to be used during the contract year. Upon the ending of this Contract, the Superintendent shall be paid out for the remaining, unused vacation days at the effective daily rate of pay of one-two hundred sixtieth (1/260) of the Superintendent's yearly salary; provided that there shall be no pay for unused

vacation days in the event the Board determines that the Superintendent has engaged in misconduct which provides just cause for cancellation of this Contract.

3. Sick and Bereavement Leave. The Superintendent shall be allowed 12 working days of sick and bereavement leave at the beginning of each contract year.

4. Carry-over and Accumulation of Sick Days.

Unused sick leave may be carried over from one contract year to the next succeeding contract year to a maximum of 45 sick leave days. Once the maximum is accumulated, no further sick leave days will be available or granted for the ensuing contract year or years until the accumulated number of days is less than 45, and then only to the extent necessary to restore the total number of available sick leave days to the maximum of 45 days. There shall be no pay for unused sick leave either during or upon ending of employment.

5. 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. There may be times where pressing business requires the Superintendent to work on such holidays and, in the event of such pressing business, the Superintendent will be expected to attend to such pressing business on such holiday. *If the Superintendent has to work on a holiday such as Christmas, etc., a floating vacation day can be utilized.*

6. Log. The Superintendent shall maintain a current log of used leave days and shall present such log, upon request, to the Board President.

B. Health and Dental Insurance. The District shall pay for health and dental insurance for which the Superintendent is qualified under the District's group insurance plan, with coverage equal to that provided to teachers.

C. Life Insurance. The Superintendent shall be provided basic term life insurance with a death benefit of \$50,000.

D. Disability Insurance. The Superintendent shall be required to purchase disability insurance from the school district's carrier at the Superintendent's expense. The Board will increase the Superintendent's salary by the amount of the premium cost.

- E. Retirement Plan. The Superintendent may elect to designate part of the Superintendent's annual salary to be invested in a tax-exempt deferred income retirement plan of the Superintendent's choice.
- F. Meetings and Dues. The Superintendent shall attend appropriate professional meetings at the local, state, and national levels, provided that such attendance does not interfere with the proper performance of Superintendent's duties. The reasonable and necessary expenses of such meetings shall be reimbursed by the District consistent with Board policies. In addition, the District shall pay the Superintendent's annual dues to the Nebraska Council of School Administrators and may pay dues to other professional organizations suitable for the Superintendent's position upon the Superintendent's request.
- G. Transportation Expenses. The reasonable and necessary expenses of transportation required in the performance of Superintendent's official duties shall be reimbursed at the rate set annually by the Board for District travel or in accordance with the Internal Revenue Service's standard mileage rates.
- H. Indemnification. 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.
- I. Avoidance of Fines or Penalties. The Board may elect to not provide any benefit set forth in the Contract in the event the Board determines, in its discretion, that the provision of the benefit would result in a fine, penalty, or would otherwise be deemed unlawful or contrary to the best interests of the School District. In the event that the Board makes such an election, then the Board shall negotiate with the Superintendent to obtain a like-benefit that would not result in a fine, penalty, or the like, and in the event such is not available, then the Superintendent's salary shall be grossed up in an amount equal to the cost savings from not providing the benefit (excluding the costs of fines and penalties).

5. **Duties.** The Superintendent is employed as the Superintendent. The Superintendent shall perform the duties of such position as are regularly and customarily expected for such positions and such duties and responsibilities as are set forth in Board Policy or Regulation for such position. The Superintendent shall be subject to such other duties as the Board may assign. The Superintendent agrees to devote full time to the assigned duties, provided that, with the advance agreement of the Board of Education, the Superintendent may undertake consultative work, speaking engagements, writing, lecturing, or other professional duties outside of employment with the District

In performing the assigned duties, the Superintendent shall be governed by the policies, regulations, directions, and expectations of the Board of Education. The Superintendent shall, in all respects, diligently and faithfully perform the assigned duties to the best of the Superintendent's professional ability. 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.

**6. 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 Superintendent shall be responsible for development of policies for adoption by the Board and for development of regulations and rules consistent with Board policy. In the absence of Board policy on matters which require prompt action, the Superintendent shall have the authority to act using the Superintendent's professional judgment and consistent with legal requirements; provided that the Superintendent shall report the nature of the matter and the action taken to the Board no later than the next regularly scheduled Board meeting. The parties agree, individually and collectively, to promptly refer all criticism, complaints, and suggestions called to their attention to the Superintendent for action, study or recommendation, as appropriate. The parties further agree that a good and positive working relationship between the Board and the Superintendent is an essential function of the Superintendent's position and a material term of this Contract.

**7. Evaluation of the Superintendent.** The Superintendent shall be evaluated at least once each contract year, unless the Board deems additional evaluations are appropriate. The Superintendent shall receive a copy of the evaluation and shall have the right to submit a response to the evaluation, which response shall be placed in the Superintendent's personnel file. By November 1st of each contract year, the Superintendent shall remind the Board President of the need to evaluate the Superintendent. Nothing in this Paragraph prevents the Board, or individual Board members, from providing additional feedback to the Superintendent outside of a formal evaluation.

**8. Contract Cancellation.** In the event the Superintendent violates any of the provisions of this Contract, or performs any act, or does anything which is materially harmful to the District, or which substantially inhibits the Superintendent's ability to discharge the duties as set forth herein, including, but not limited to: (1) becoming legally disqualified to perform as a superintendent in the State of Nebraska; (2) participation in any fraud; (3) causing any intentional damage to property; (4) engaging in any unlawful act; (5) any representations in this Contract being determined to be false or incorrect; (6) failure to indicate in writing, upon request by the Board President, whether the Superintendent desires to remain employed by the District and extend this Contract beyond the Contract's current end date; (7) failing to establish and maintain a good and positive working relationship with the Board; (8) lying or making a material misrepresentation or omission during the job application process; and/or (9) just cause, including: (a) incompetency, which includes, but is not limited to, demonstrated deficiencies or shortcomings in knowledge of subject matter or administrative skills; (b) neglect of duty; (c) unprofessional conduct; (d) insubordination; (e) immorality; (f) physical or mental incapacity; (g) failure to give evidence of

professional growth as required by law; or (h) other conduct which interferes substantially with the continued performance of duties; then the Superintendent may be discharged in accordance with applicable law. Suspension or other disciplinary action may be implemented by the Board President and enforced in accordance with applicable law. Upon lawful cancellation or the ending of this Contract, 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 ending bears to the twelve months in the annual salary period in which ending occurs. Any portion of the salary paid, but not earned, prior to the date of the ending of this Contract, and any sums owing to the District by the Superintendent, shall be set off from sums due to the Superintendent and, if the sums owing to the District are in excess of the sums due the Superintendent, the amount owing shall be immediately refunded by the Superintendent.

The Board of Education may require a certificate of health and physical fitness of Superintendent, in accordance with applicable law, at any time while this Contract is in force. Should the Superintendent be unable to perform the Superintendent's duties by reason of mental or physical incapacity, or any reason beyond the Superintendent's control, and said disability exists for a period exceeding the Superintendent's sick leave allowance, the Board of Education may, in its discretion, make a proportionate reduction from the salary and benefits, and if such disability continues or is permanent, or of such nature as to make the Superintendent unable to perform essential functions of the position for which the Superintendent is employed, the Board of Education may cancel this Contract whereupon the respective duties, rights and obligations hereof shall end.

**9. Representations and Legal Requirements.** The Superintendent affirms that: (1) the Superintendent holds or will hold a valid and appropriate certificate to act as a certificated employee in the State of Nebraska to perform the assigned duties throughout the term of this Contract and any extensions of this Contract; (2) the required certificate to perform the assigned duties shall be registered as required by law; it being understood and agreed to that this Contract is not valid until the required certificate is registered in accordance with law and that the Superintendent shall not be compensated for any services performed prior to the date of registration of this certificate; and (3) 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.

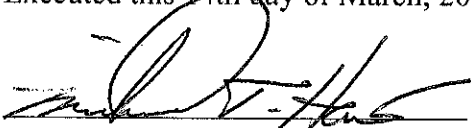
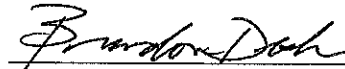

The Superintendent further warrants and represents as follows: (1) all information set forth in the Superintendent's application for employment and other information provided by the Superintendent in seeking employment is true and accurate, and if said information ceases to be true, Superintendent will advise the Board of Education 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 003.12 through 003.14 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.

10. **Release of Contract.** There shall be no penalty for release by the Superintendent from this Contract so long as the resignation becomes effective at the end of the remaining term of the Contract.

11. **Governing Laws.** The parties shall be governed by all applicable Nebraska and federal laws, rules, and regulations in performance of their respective duties and obligations under this Contract.

12. **Amendments and Severability.** This Contract may be modified or amended only in writing, duly authorized and executed by the Superintendent and the Board. 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.

The failure to return a signed copy of this Contract to the President or Secretary of the Board of Education on or before **March 31st, 2022** shall constitute a rejection by the Superintendent of the offer of employment.

<p>Executed this 14th day of March, 2022.</p>  <p>Michael T. Hart, Superintendent</p>	<p>Executed this 14th day of March, 2022</p> <p>Otoe County School District Number 66-0501, a/k/a Palmyra District O R 1</p> <p>By:  President</p> <p>Attest:  Secretary or Other Authorized Officer</p>
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