

## CONTRACT OF EMPLOYMENT WITH SUPERINTENDENT

THIS CONTRACT is made by and between the Board of Education of the **York County School District 0096, a/k/a Heartland Community Schools**, in the State of Nebraska, hereinafter referred to as “the Board”, and Brad Best, hereinafter referred to as “the Superintendent”. This contract shall supersede and prior written or oral employment or other agreements between the parties.

**WITNESSETH:** That in accordance with action taken by the Board as recorded in the minutes of the Board meeting held on the 8<sup>th</sup> day of January, 2018, the Board hereby agrees to employ the Superintendent, and the Superintendent hereby agrees to accept such employment, subject to the following terms and condition:

**1. Term of Contract.** The Contract is for a term of 2 years, beginning on 1<sup>st</sup> day of July 2018 and expiring on the 30<sup>th</sup> day of June 2020. Any extensions to the term of this contract must be agreed to in writing. A “contract year” for purpose of this Contract shall be from July 1 to June 30.

**2. Salary.** The annual salary for the 2018-2019 contract year shall be: (\$148,000). Said annual salary shall be paid in the equal monthly 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 or assigned any other duties, 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, not to reduce the annual salary to a lesser amount than that as above stated. Any adjustment in salary made during the term of this Contract shall be in the form of a written amendment 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 termination date of this Contract be thereby extended unless the Board of Education, by specific action, shall expressly extend such termination date. In no event shall any such unexpired term of extension of this Contract be for a period in excess of three (3) years.

This Contract shall conform to the regulations governing deductions with reference to Withholding Tax, Social Security and School Employees’ Retirement Act. Other deductions may be withheld as agreed to by the parties to this contract.

**3. 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 be expected to be at work.

I. Vacation. The Superintendent shall be allowed 20 working days of vacation leave during each contract year to be used in a manner and a times selected

be the Superintendent; provided that such vacation leave shall not be taken such as to interfere with the Superintendent's attendance at regularly scheduled Board meeting or at times when the Superintendent's duties require the Superintendent's attendance at school (e.g. beginning and end periods of school year).

- II. Carry-over and Accumulation of Vacation Days. There is no carry-over or accumulation of unused vacation leave from one contract year to another contract year. Any unused vacation days remaining from a prior contract year shall be subtracted from the number of vacation days the Superintendent has for the following contract year, such that the total vacation days at the beginning of each contract year be 20 days. Upon ending employment, unused vacation days will not be paid except to the extent required by law. If payable, unused vacation will be paid at the effective daily rate of pay at the time each unused vacation day first became available.
- III. Sick Leave. The Superintendent shall be entitled to 10 working days of sick leave each contract year, which may be accumulated up to 50 working days. Once the maximum is accumulated, no unused sick days will carry-over to a succeeding contract year until accumulated number of days is less than 50, and then only to the extent necessary to restore the total number of available sick leave accumulation to the maximum of 50 days. There shall be no pay for unused sick leave.
- IV. Holidays. For the purpose of this section, the term "working days" shall not include Saturday, Sunday or legal holiday. It is understood, however, that the Superintendent's duties may require work on such days.
- V. Leave Log. The Superintendent shall maintain a current log of used vacation and sick leave days with the Superintendent's secretary. The log shall be available for review by the Board at such time as the Board or members of the Board request.
- B. Health Insurance. The District will pay the Superintendent's cost of Educator's Health Alliance – PPO \$900 deductible for the 2018-2019 contract year.
- C. Meetings and Dues. As professional development, the District will pay the expenses for the Superintendents to attend an annual national convention. With Board approval, the Superintendent shall attend other appropriate professional meetings at the local, state and national levels provides that such attendance does not interfere with the proper performance of the 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. The Board may pay dues for professional organizations suitable for the Superintendent's position and dues to local civic organizations upon the Superintendent's request.
- D. 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 of District travel.
- E. Cellular Phone. The District will provide the Superintendent with a cell phone for business use. The Superintendent's use of the cell phone for

essential personal business shall be kept to a minimum and shall not interfere with the conduct of public business. The Superintendent shall be responsible for payment or reimbursement of charges, if any, that directly result from any such communication.

- F. 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 provided the matter does not involve criminal proceedings against the Superintendent or matters determined by the Board to be contrary to the interests of the District.
- G. Other Benefits. The Superintendent may be provided such other benefits as are provided to certificated employees of the District, except LTD, in the Board's discretion, except as otherwise provided herein, provided the Superintendent meets the conditions and eligibility requirements for such benefits.

**4. Duties.** The Superintendent is employed as the Superintendent of the District. The Superintendent shall perform the duties of such positions as are regularly and customarily expected for such position and such duties and responsibilities as are set forth in Board Policy or BOARD OF EDUCATION POLICY MANUAL Regulation for such position including limitation those as prescribed in the, Section C. The Superintendent shall be subject to other duties the Board may assign from time to time without additional compensation. The Superintendent agrees to devote full time to the assigned duties, provided that with the advance agreement of the Board of Education, the may undertake consultative work, speaking engagements, writing, lecturing, or other professional duties and obligations.

**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 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 its attention to the Superintendent for action, study or recommendation, as appropriate.

**6. Evaluation of the Superintendent.** The Superintendent shall be evaluated twice during the first contract year and once during each contract year thereafter, unless the Board deems additional evaluations 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. The Superintendent shall notify the President of the Board to remind the Board of the need to evaluate sufficiently in advance such that the evaluations may be timely completed.

**7. Contract Extension.** The superintendent's contract and salary will be reviewed at the December regular board meeting. Effective on the 15<sup>th</sup> day of January each year, this contract shall be automatically extended for one (1) additional year beyond the initial term, or one (1) additional year beyond the end of any extended term, whichever is later. To prevent such automatic extension, the Board must give notice to the Superintendent, or the Superintendent must give notice to the Board, in writing, prior to the 15th day in January of each year, of the intent to not extend the contract for one additional year. Notice by the Board of such intent must be given pursuant to official approved board action. Notice by the Superintendent must be given to the Board President or Board Secretary. In addition, the term of this contract may be extended at any regular meeting during the term of this contract by action of the Board. It is further agreed that 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.

**8. Contract Termination.** 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 return a Renewal Agreement by the required date, provided that such date not be prior to March 15 of the final year of the Contract or any extension of the Contract term; and (7) just cause, including: (a) incompetency, which includes, but is not limited to, demonstrated deficiencies or shortcomings in knowledge of subject matter or teaching 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 enforced in accordance with applicable law. 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 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, 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 capacity 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 positions for which the Superintendent is employed, the Board of Heartland Community Schools

Education may, at its option, terminate this agreement whereupon the respective duties, rights and obligations hereof shall terminate.

**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 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 are 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.

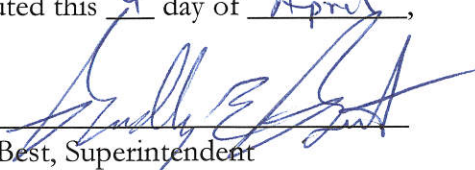

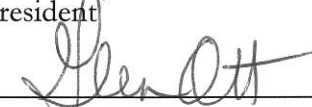
There shall be no penalty for release or resignation by the Superintendent from this Contract; provided no resignation shall become effective until expiration of the remaining term of the Contract unless the Board fixes an earlier effective date. This Contract is subject to provisions of the School Employees' Retirement Act.

**10. 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.

**11. Amendments & Severability.** This contract may be modified or amended only by a writing duly authorized and executed by the Superintendent and the Board. If any portion of this Contract shall be declared in valid 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 of the District on or before May 5, 2018 shall constitute a rejection by the Superintendent of the offer of employment. It is agreed that the Contract may be signed by the Superintendent prior to Board approval of the Contract.

Executed this <u>9</u> day of <u>April</u> , 2018	Execute this <u>9</u> day of <u>April</u> , 2018
 Brad Best, Superintendent	Board of Education of York County School District 0096, a/k/a Heartland Community Schools
	By:  President
	Attest:  Secretary